

UNOFFICIAL COPY

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2000-10-05 12:09:21
Cook County Recorder 27.00

RECORDATION REQUESTED BY:

Labe Bank
4343 N. Elston Ave.
Chicago, IL 60641

WHEN RECORDED MAIL TO:

Labe Bank
4343 N. Elston Ave.
Chicago, IL 60641



Handwritten: H200 3442 etc

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Mary Makhlouf
4343 N. Elston
Chicago, IL 60641

Loan#0112000592

Handwritten: 4

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2000, is made and executed between Penguin Development Corporation (referred to below as "Grantor") and Labe Bank, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 16, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENT RECORDED NOVEMBER 23, 1999 IN THE COOK COUNTY RECORDER OF DEED AS DOCUMENT#09102830 AND #09102831.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 4 IN BLOCK 4 IN MCNEILL'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1935 Dodge Avenue, Evanston, IL 60201. The Real Property tax identification number is 16-05-303-008-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

EXTEND MATURITY DATE TO NOVEMBER 01, 2000 FROM AUGUST 01, 2000 .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by

BOX 333-CTI

Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2000.

GRANTOR:

PENGUIN DEVELOPMENT CORPORATION

By: *Dorin McCall*
Dorin McCall

By: *Seabert Lopez*
~~Daphne Maud Lopez~~
SEABERT LOPEZ

By: X X
Manley C. Prat

LENDER:

X *William D. Olsen, Jr.*
Authorized Signer

Property of Cook County Clerk's Office

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

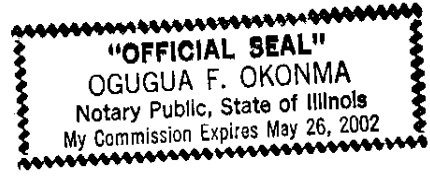
On this 28th day of September, 2000 before me, the undersigned Notary Public, personally appeared **Dorin McCalla, of Penguin Development Corporation; Seabert Lopez Sr., of Penguin Development Corporation; Manley C. Prat, of Penguin Development Corporation**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *Dorin McCalla*

Residing at 1660 W. Howard St.

Notary Public in and for the State of ILLINOIS

My commission expires May 26th, 2002



County Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

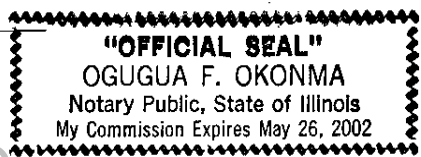
On this 28th day of September, 2000 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Ogugua F. Okonma

Residing at 1660 W. Howard St.

Notary Public in and for the State of Illinois

My commission expires May 26th, 2002



County Clerk's Office