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2001-05-23 12:18:37

Cook County Recorder 27.00



0010437395

RECORDATION REQUESTED BY:
LASALLE BANK NATIONAL
ASSOCIATION
Main Office
135 South LaSalle Street
Chicago, IL 60603

WHEN RECORDED MAIL TO:
LaSalle Bank National
Association
Attn: Commercial Real Estate
3201 North Ashland Avenue
Chicago, IL 60657-2182

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Sandra Vargas , Administrative Assistant
3201 North Ashland Avenue
Chicago, IL 60657

**MODIFICATION OF MORTGAGE AND
ASSIGNMENT OF RENTS**

THIS MODIFICATION OF MORTGAGE dated February 15, 2001, is made and executed between Vladimir N. Koyfman, whose address is 5901 N. Sheridan Rd , Chicago, IL 60660 and Sofia I. Koyfman, whose address is 5901 N. Sheridan Rd , Chicago, IL 60660 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 South LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 1992 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated June 22, 1992 and recorded on July 20, 1992 in the Cook County Recorders office as Document No. 92531646 and 92531647, respectively. A Modification and Extension to Promissory Note, Mortgage, and Assignment of Rents and Leases dated February 1, 1997 and recorded in the Cook County Recorders office on February 11, 1997 as Document No. 97037985.

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

THE NORTH 1/2 OF LOT 17 AND ALL OF LOT 18 IN BLOCK 6 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6229 N. Winthrop, Chicago, IL 60660. The Real Property tax identification number is 14-05-205-006-0000.

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

This Modification increases the principal amount of such indebtedness from Six Hundred Twenty Two Thousand, Three Hundred Thirty Seven and 90/100 Dollars (\$622,337.90), which is outstanding as of the date hereof, to Eight Hundred Ninety Eight Thousand, Seven Hundred Eighty Five and 00/100 Dollars (\$898,785.00). The Note constitutes a renewal and restatement of, and replacement and substitution for,

BOX 333-CTI

CTI
7863541 NA Krawns Fall

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MODIFICATION OF MORTGAGE

(Continued)

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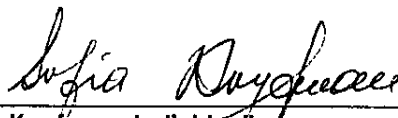
that certain Note dated June 22, 1992 in the original principal amount of Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000.00), executed by the Trustee and made payable to the order of the Lender (the "Prior Note"). The indebtedness evidenced by the Prior Note is continuing indebtedness evidenced by the Note, and nothing contained herein or in the Note shall be deemed to constitute a repayment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the Lender against any of the Grantor or against any guarantor, surety or other party primarily or secondarily liable for such indebtedness. Following maturity or the occurrence of an Event of Default (as defined in the Note), the outstanding principal balance of the indebtedness evidenced by the Note shall bear interest at the rate of 14.25% per annum, or, if less, the highest rate permitted by applicable law. The Mortgage secures the obligations and liabilities of the Grantor to the Lender under and pursuant to the Note, including the principal sum thereof, together with all interest thereon and prepayment premium, if any, in accordance with the terms, provisions and limitations of the Note and the Mortgage; (i) any and all extensions, renewals and/or modifications of the Note and any and all substitutions of the Note; and (ii) any other sums, liabilities or indebtedness of any of the Grantor owing to the Lender under and pursuant to the Mortgage or any other any document or agreement executed by any of the Grantor in connection with said indebtedness .

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 endorser to the Note, including accommodation parties, unless a party is expressly released by 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.

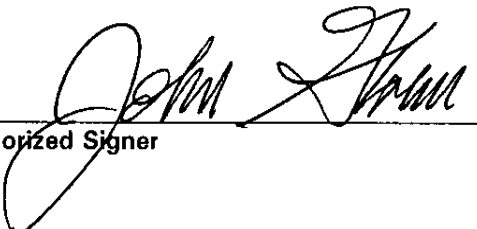
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 15, 2001.

GRANTOR:

X 
Vladimir N. Koyfman, Individually

X 
Sofia I. Koyfman, Individually

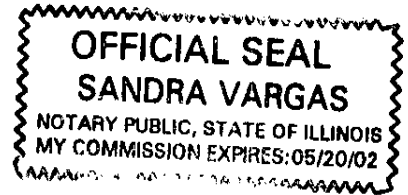
LENDER:

X 
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared Vladimir N. Koyfman and Sofia I. Koyfman, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned

Given under my hand and official seal this 15th day of February, 2001.

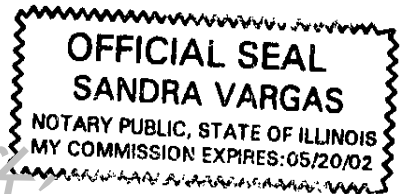
By Sandra Vargas Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 5/20/02

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)



On this 15th day of February, 2001 before me, the undersigned Notary Public, personally appeared John Glover and known to me to be the loan officer, 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 Sandra Vargas Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 5/20/02

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MODIFICATION OF MORTGAGE
(Continued)

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