

UNOFFICIAL COPY

0030070690

453/0068 01 001 Page 1 of 4
2003-01-15 10:07:01
Cook County Recorder 30.00

RECORDATION REQUESTED BY:

Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494



0030070690

WHEN RECORDED MAIL TO:

Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494

SEND TAX NOTICES TO:

Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

C. Roman, Comm'l Loan Dept.
Devon Bank
6445 N. Western Ave.
Chicago, IL 60645

MODIFICATION OF MORTGAGE

79-51-782 JUD CT
THIS MODIFICATION OF MORTGAGE dated December 5, 2002, is made and executed between A & B Building Account, Incorporated, an Illinois Corporation, whose address is 1430 W. Morse Avenue, Chicago, IL 60626-3480 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645-5494 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 2, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded November 16, 2001, as Document #'s 0011080124 and 00110801025.

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

Lots 13 and 14 in Block 30 in Rogers Park in the Northwest 1/4 of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1430 W. Morse Avenue, Chicago, IL 60626-3480. The Real Property tax identification number is 11-32-113-015-0000

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

The Mortgage is hereby extended to December 5, 2007. The interest rate is hereby changed to Prime + 1% floating, with a floor rate of 5.25%. Monthly payments have been changed to \$2,100.00, principal plus interest. All other terms and conditions remain unchanged.

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

BOX 333-CT

UNOFFICIAL COPY

Property of Cook County Clerk's Office

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2002.

Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorses 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:

A & B BUILDING ACCOUNT, INCORPORATED

By: Ninus Admis A/K/A Ninus Adams, President of A & B Building Account, Incorporated

By: Anoshiravan Bdbolan, Secretary of A & B Building Account, Incorporated

LENDER:

X Authorized Signer

CORPORATE ACKNOWLEDGMENT

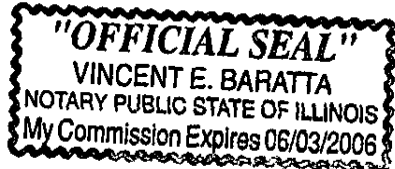
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared **Ninus Admis A/K/A Ninus Adams, President; Anoshiravan Bolbolan, Secretary of A & B Building Account, Incorporated**, 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 *[Signature]* Residing at _____

Notary Public in and for the State of Illinois

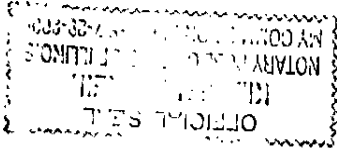
My commission expires 6/3/02



Cook County Clerk's Office

Property of Cook County Clerk

LASER PRO Lending, V&A, 5.20.20.002 Capt. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - IL CIAPPSTLASERPROLOFHLPLVQ201FC TR-748 PR-60



My commission expires

7-29-05

Notary Public in and for the State of Illinois

By Kimberly A. Neal

Residing at

On this 18th day of December 2002 before me, the undersigned Notary Public, personally appeared Vincent Borotta 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.

COUNTY OF

COOK

STATE OF

ILLINOIS

LENDER ACKNOWLEDGMENT