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2003-03-07 12:32:41

Cook County Recorder

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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Commercial Banking – Peterson Banking Center 3232 W. Peterson Avenue Chicago, IL 60659



WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 1200 N. Ashland Avenue Chicago, IL 60622

IN# 504/000

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MB Financial Bank, N.A. 1200 N. Ashland Avenue Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 27, 2003, is mare and executed between Stelian Mazilu and Elisabeta Mazilu, his wife, whose address is 6104 N. Damen Apt. 1C, Chicago, IL. 60659 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 3212 W. Peterson Avenue, Chicago, IL 60659 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 23, 1993 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the original amount of \$324,000.00 payable to First National Bank of Lincolnwood (n/k/a MB Financial Bank, N.A.) recorded on April 15, 1999 as Document No's 99362911 and 99362912, respectively.

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

Lot 37 and 38 in Hidman's Subdivision of Block A in Sophie Rach's Subdivision (Except the East 5 Acres) in Block 25 of Jackson's Subdivision of the Southeast Quarter in Section 11, Township 40 North, Range 13, and the Southwest Quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 3547 W. Ainslie, Chicago, IL 60625. The Real Property tax identification number is 13–11–424–001–0000

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

Principal Amount of Loan Increased to \$307,000.00; Interest Rate Modified to 6.250%, fixed; Principal and Interest payment Modified to \$2,260.05 per month, beginning February 27, 2003, based on a twenty

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MODIFICATION OF MORTGAGE (Continued)

(20) year amortization; Maturity Date Extended to January 27, 2008. All other terms and provisions of the

loan documents and related documents shall reamin in full force and effect.

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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 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 SOOT COUNTY CONTECTOR MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 27, 2003.

GRANTOR:

Loan No: 5041007

Stelian Mazilu, Individually

Elisabeta Mazilu, Individually

rusable licz

LENDER:

Authorized Signer

(Continued) Loan No: 5041007 Page 3 INDIVIDUAL ACKNOWLEDGMENT)SS On this day before the undersigned Notary Public, personally appeared Stelian Mazilu and Elisabeta Mazilu, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Nodification as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and orticisiseal this Residing at Notary Public in and for the State of OFFICIAL SEAL" PATRICIA JASPER My commission expires Notary Public. State of Illinois My Commiss on Expires 7-29-2004 \$ LENDER ACKNOWLED SMENT) SS COUNTY OF 2003 before me, the undersigned Notary On this 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 Lendek. Residing at ___ Notary Public in and for the State of "OFFICIAL SEAL" 30323192 My commission expires PATRICIA JASPER

Notary Public, State of Illinois My Commission Expires 7-29-2004

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Loan No: 5041007

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MODIFICATION OF MORTGAGE (Continued)

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