UNOFFICIAL CO.

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Cook County Recorder

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MODIFICATION OF MORTGAGE NOTE MORTGAGE, AND RELATED LOAN **DOCUMENTS**



Successor trustee
This Modification of Mortgage Note, Mortgage, and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of April 1, 2000 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Truste- under Trust Agreement dated October 24, 1988 and known as Trust No. 106812-03 (hereinafter referred to as "Borrover") BANCO POPULAR NORTH AMERICA, not personally but as Trustee under Trust Agreement dated January 27, 1999 and known as Trust No. 26796 ("Trustee"), MIKE PAVLOVIC a/k/a SLOBODAN PAVLOVIC, MIROSLAVA PAVLOVIC, PREDRAG KONSTANTINOVIC, BRANKA PAVLOVIC-KONSTANTINOVIC (hereinafter collectively referred to as "Guarantors"), (Borrower and Guarantors are hereinafter collectively referred to as "Obligors") and BANCO POPULAR NORTH AMERICA, (hereinafter referred 10/4/5 OFF to as "Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender a Mortgage Note dated March 11, 1930 payable to the order of Lender in the principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (hereinafter referred to as the "Note"); and

WHEREAS, the Note is secured, inter alia, by (i) that certain Mortgage dated March 11, 1999, made by Borrower, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 1999 as Document No. 99293958 (hereinafter referred to as the "Mortgage") and encumbering with a first mortgage lien the property (hereinaster referred to as the "Mortgaged Property") legally described on Exhibit A,

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which is attached hereto and made a part hereof, (ii) that certain Assignment of Rents dated March 11, 1999 made by Borrower and Mike Pavlovic a/k/a Slobodan Pavlovic and Predrag Konstantinovic (hereinafter collectively referred to as "Beneficiary"), as assignor, to Lender, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 1999, as Document No. 99293959 (hereinafter referred to as the "Assignment of Rents"), (iii) that certain Security Agreement dated March 11, 1999 among Borrower, Beneficiary and Lender (hereinafter referred to as the "Security Agreement"), (iv) that certain Assignment of Beneficial Interest (Including Irrevocable Right to Approve) dated March 11, 1999 made by Beneficiary to Lender (hereinafter referred to as the "ABI"), (v) that certain Second Mortgage dated March 11, 1999, made by Borrower, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1999 as Document No. 99317739 (hereinafter referred to as the "Second Mortgage") and excembering with a second mortgage lien the property legally described on Exhibit B, which is attached hereto and made a pan hereof and (vi) that certain Guaranty dated March 11, 1999, executed by Guarantors in favor of Lender in connection with the obligations of Borrower to Lender (hereinafter referred to as the "Guaranty"), (the Note, Mortgage, Assignment of Realty, Security Agreement, ABI, Second Mortgage, Guaranty and any and all other loan and/or security documents executed in connection therewith are hereinafter referred to as the "Loan Documents"); and

A.,

WHEREAS, the parties hereto previously amended the Loan Documents to, among other things, provide for (i) an extension of the maturity date of the Note to April 15, 2004; (ii) the imposition of a prepayment penalty; (iii) the modification of the interest rate in the Note; and (iv) a change in the amortization schedule applicable to the Note; and

WHEREAS, the outstanding principal balance of the Note, as of the date hereof is \$582.884.15.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other ford and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, Beneficiary, Guarantors and Lender do hereby agree as follows:

- 1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
 - 2. **AMENDMENT OF NOTE**. The Existing Note is hereby amended as follows:
 - 2.1. Paragraph 1.2 and 1.3 of the Note are hereby amended by deleting same in their entirety and

inserting in lieu thereof the following:

- Interest and Principal in Installments. 1.2 Interest on the unpaid principal balance of the Loan at an annual interest rate (the "Initial Interest Rate") of Seven and One Half percent (7.50 %) shall accrue on the unpaid principal balance of the loan beginning on the date hereof and continuing through and until April 1, 2000. Payments of interest and principal shall be due and payable in installments of Four Thousand Eight Hundred Seventy Five and 06/100 Dollars (\$4,875.06) each commencing on May 15, 1999 and continuing on the fifteenth day of each and every succeeding month thereafter through, until and including March 15, 2000. On April 1, 2000 the rate of interest payable on the outstanding principal balance of the Loan shall be reset to an annual rate equal to Eight and Three Quarters Percent (8.75%) (the "Revised Interest Rate") and thereafter through and until the "Maturity Date" (as that term is hereinafter defined) and thereupon, interest shall accrue at the Revised Interest Rate on the unpaid principal balance of the Loan. Commencing on May 15, 2000, payments of interest and principal shall be due and payable in installments of Five Thousand One Hundred Fifty One and 01/100 Dollars (\$5,151.01) each commencing on May 15, 2000 and continuing on the fifteenth day of each and every succeeding month thereafter until the Maturity Date, at which time all accrued and unpaid interest shall be due and payable. Interest hereunder shall be calculated as if the Loan were being amortized over a twenty (20) year period from March 11, 1999 and on the basis of the actual number of days elapsed during the period for which interest is being charged hereunder, predicated on a year consisting of Three Hundred Sixty (360) dr.ys. Receipt of a check shall be deemed to constitute payment hereunder, but only if the check is processed and paid in full by the institution against which the check is drawn within a commercially reasonable and customary tirale.
- 1.3. Principal at Meturity The entire unpaid principal balance of the Loan shall be due and payable on April 15, 2004 (the "Mauricy Date").
 - 2.3 The following provision is interted into the Note as Section 1.5 thereof.
- 1.5 Prepayments. Borrower reserves the right to prepay the entire unpaid principal balance of this Note, together with accrued interest thereon to the date of such prepayment, on any installment payment date hereunder, provided that no "Default" (as that term is 'le einafter defined) then exists or has previously occurred and that Borrower gives Lender not less than thirty (?0) days' prior written notice of its intention to do so, and on the further condition that Borrower shall also pay at the time of such prepayment and in addition thereto, a premium equal to four percent (4%) of the amount of principal 50 prepaid during the first (1st) "Loan Year" (as that term is hereinafter defined), and thereafter declining by me percent (1%) for each Loan Year thereafter; provided, however, that no prepayment premium shall be due and owing if the loan is prepaid during the last six months of the fourth (4th) Loan Year, and provided further, however, that if prior to the Maturity Date a Default occurs and Lender elects to declare all principal and interest here inder immediately due and payable, a prepayment premium calculated as aforesaid shall be included in the indebteriness then due and payable hereunder, and any tender of payment shall include such premium. The term 1 sar Year", as used herein, means a twelve (12) calendar month period commencing on April 15, 2000 and each subsequent Loan Year commencing on each anniversary thereof. No partial prepayment shall extend or postpone the due date of any subsequent monthly installment of principal and/or interest arising hereunder.
- 2.4 Except as specifically set forth to the contrary hereinabove, the Note remains unmodified and in full force and effect.
 - 3. <u>AMENDMENT OF MORTGAGE</u>. The Mortgage is hereby amended as follows:
 - 3.1 All references in the Mortgage to the Note shall be deemed to be references to the Note as

modified hereby.

3.2 Except as specifically set forth to the contrary hereinabove, the Mortgage remains unmodified and in full force and effect.

- 4. AMENDMENT OF ASSIGNMENT OF RENTS, SECURITY AGREEMENT, ABI, GUARANTY AND RELATED LOAN DOCUMENTS. The Assignment of Rents, Security Agreement, ABI, Guaranty and Related Loan Documents are hereby amended as follows:
- 4.1 All references therein to the Note shall be deemed to be references to the Note as modified hereby.
- 4.2 All references therein to the Mortgage shall be deemed to be references to the Mortgage as modified hereby.
- 4.3 All references merein, whether in words or in Arabic Script or otherwise, to a maturity date of the Note of April 1, 2000 are hereby deleted and substituted in lieu thereof are corresponding references to April 15, 2004, as and for the Maturity Date.
- 4.4 Except as specifically set forth to the contrary hereinabove, the Assignment of Rents, Security Agreement, ABI, Guaranty and Related Loan Documents remain unmodified and in full force and effect.
 - 5. <u>AMENDMENT OF SECOND MORTGAGE</u>. The Second Mortgage is hereby amended as follows:
- 5.1 All references in the Second Mortgage to the Note shall be deemed to be references to the Note as modified hereby.
- 5.2 Except as specifically set forth to the contrary hereinabove, the Gecond Mortgage remains unmodified and in full force and effect.
- 6. RATIFICATION BY GUARANTORS. By execution of this Agreement, Guarantors hereby consent to the execution and delivery of this Agreement by Borrower to Lender and ratify, confirm and acknowledge that, notwithstanding any amendments to the Note, Mortgage, and any other Loan Documents as set forth herein, the Guaranty remains in full force and effect in accordance with its terms and continues to guarantee the repayment of all obligations of Borrower to Lender described therein, including, without limitation, all obligations of Borrower to Lender under the Note as amended hereby.
 - 7. REPRESENTATIONS AND WARRANTIES. Borrower, Beneficiary and Guarantors confirm and

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remake all representations and warranties set forth in the Loan Documents.

- 8. ADDITIONAL PROVISIONS. This Agreement shall be effective only upon:
- Delivery by Obligors to Lender of a satisfactory Date Down Endorsement to the existing (a) Mortgagee's title insurance policy issued by Intercounty Title Company, insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policy and approved by Lender), confirming all previous endors ments thereto, if any, and extending the effective date of the policies through the date of recording of this Agreement.
- Plyment by Obligors to Lender, immediately upon the submission of bills and invoices (b) therefor, of all amoun's incurred by Lender for attorney's fees, recording expenses, title insurance fees (including, without limitation, the title search and issuance of the endorsement(s) described in (a) above), and all other costs incurred by or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, a l costs and expenses with respect to compliance by Borrower with the terms and conditions hereof and Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 8 shall be in addition to, and not in light of, the rights and remedies contained in the Loan Documents, as herein amended, and as otherwise provided by law
- (c) The recording of a counterpart of this Agreement in the Crive of the Recorder of Deeds of Cook County, Illinois.
- 9. EFFECTIVENESS. This Agreement shall be effective as of the date hereof subject to the provisions of Paragraph 8 hereof.
- 10. **GOVERNING LAW**. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
- 11. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Obligors and Lender have contributed substantially and materially to the preparation of this Agreement.

- 12. **GENDER**. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- 13. **ENTIRE AGREEMENT**. Obligors and Lender acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement and the Loan Documents. This Agreement and the Loan Documents together represent a complete integration of all prior and contemporaneous greements and understandings of Obligors and Lender. Except as amended herein the provisions of the Loan Documen's are hereby ratified and confirmed.
- 14. **BENEFIT** This Agreement shall be binding upon and shall inure to the benefit of Obligors and Lender, and their respective successors, essigns, grantees, heirs, executors, personal representatives and administrators.
- RATIFICATION: A UTHORITY. Except as herein amended, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified and reaffirmed. Obligors represent to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Loan Documents; and that the lien of the Mortgage is previously subsisting and, as herein amended here been, is and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A articled hereto, enjoying the same or superior priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors have duly authorized, executed and delivered this Agreement, and acknowledge that the Loan Documents are valid and enforceable in accordance with their terms against the Obligors.
- 16. **DEFAULTS**. The occurrence of any one or more of the following shall consurate a Default under this Agreement.
 - (a) the untruthfulness of any representation or warranty contained in this Agreement, or the existence of a misrepresentation of fact or fraud contained in any document or information heretofore or hereafter submitted or communicated to Lender in support of this Agreement;
 - (b) the breach or violation of any term, covenant, or condition contained in this Agreement; or
 - (c) any other default, not timely cured within any applicable cure or grace period, under any of

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the Loan Documents. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents.

- 17. **TERMINATION**. Immediately following the occurrence of any Default under this Agreement, Lender may, at its option (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.
- 18. **PRIORITY OF MORTGAGES**. All of the Mortgaged Property shall remain in all respects subject to the lien, charges and encumbrance of the Mortgage, as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the liens, charges or encumbrances of the Mortgage, as herein amended, or the priority thereof with respect to oth all ens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents, as herein amended.
- read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have Leen fully and unconditionally consented to by them and they have had full benefit and advice of counsel of their own selection in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by them, respectively, freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, each respectively, is relying on no other representations, either written or oral, or express or implied, made to them.
- 20. NO DEFENSES; RELEASE. As of the date of this Agreement, Obligors at knowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Obligors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Obligors may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or

in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise, as a consequence of the dealings between the parties up to and including the date hereof.

- 21. **COUNTERPARTS**. It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.
- 22. <u>PEFINITION OF TERMS</u>. All initial-capitalized terms not expressly defined in this Agreement shall bear the same respective ref nitions herein as they bear in the Loan Documents, as herein amended.

IN WITNESS WHERECF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

BORROWER: LaSalle Ear National Association, SUCCESSION NO PROVIDENCE AND TRUST COMPANY OF CHICAGO. not personally but as Trusce as aforesaid

By: Title: TRUST OFFICER

his untrument is executed by the undersigned Land Trustee, not personally but solely as Trustae in the exercise of the power and authority conferred upon and vested in it as such Trustee. Wis enders on the advanced that all the warrantes, indemntles, representatives, coverage understanding and agreed. The herein mode on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal flability or personal responsibility is assumed by or shall at any time be asserted or inforceable against the Trustee on account of any warranty, indemnity, representation, covenant, indentally a or agreement of the Trustee in this instrument.

BENEFICIARY:

Sluedon MRETIVEME T MIKE PAVLOVIC a/k/a SLOBODAN PAVLOVIC

PREDRAG KONSTANTINOVIC

BANCO POPULAR NORTH AMERICA, not personally but as Trustee as aforesaid

SEE RIDER ATTACHED HERETO

AND BY THIS REFERENCE

By: MADE A PART HEREOF

Title:

This Modification of Mortgage Note, Mortgage, and Related Loan Documentsis executed by the Banco Popular North America, Trustee under Trust Agreement dated January 27, 1999 and known as Trust No. 26796 and accepted upon the express understanding that the Banco Popular North America enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Banco Popular North America because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Banco Popular be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied, trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

In Witness Whereof, the Banco Popular North America, not personally, but As Trustee aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 26th day of April, 2000.

> BANCO P QPULAR NORTH AMERICA

LAURA HUGHES, ASSISTANT VICE PRESIDENT

. ASSISTANT SECRETARY

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer of the BANCO POPULAR NORTH AMERICA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistar. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the tree and voluntary act of said Corporation for the uses and purposes therein set forth; and the seld Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be a fixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of April, 2000.

LORRAINE PERRY NOTARY PUBLIC STATE OF ILLINOIS Commission Expires 09/18/2000

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JUNIA CLORATION OFFICE

GUARANTORS:

NSTANTINOVIC

LENDER:

BANC J POPULAR NORTH AMERICA

Title:

This Document Prepared By and Return To:

Bruce W. Craig Banco Popular North America 4801 West Fullerton Avenue Chicago, Illinois 60639

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ACKNOWLEDGMENT

STATE OF ILLINOIS)		
COUNTY OF COOK) ss.		
	★ LaSalle Bank National Association, successor trustee	
On this 25 Hiday of April . 2000	0, before me, a Notary Public in and for said County and State, annear	ا
EVA HIGI , to me pe	resonally known, who being by me duly sworn, did say that he/she is the	ea -
TRUST OFFICER of AMERICAN NATIONAL	AL BANK AND TRUST COMPANY OF CHICAGO, not personally b	e _
as Trustee under Trust Agreement dated Octo	ober 24, 1988 and known as Trust No. 106812-03, and that the foregoing	ui ~~
instrument was signed and sealed on behal	f of said Trust by authority of said Successor Trustee and that he/sl	ng
acknowledged the foregoing instrument to be	the free act and deed of said Trust.	ne
IN TCC: MONV WHEREOF IL		
IN TESTIMONY WHEREOF, I have	e hereunto set my hand and affixed my official seal in the County and Sta	ıte
aforesaid, the day and year first above writter		
My Commission Expires	"OFFICIAL SEAL" Cindy Donarski Notary Public, State of Illinois	
Ox	My Commission Bayines Inly 24, 2002	
	ACKNOWLEDGMENT	
STATE OF ILLINOIS)	4	
)		
COUNTY OF COOK)		
I. a Notary Publi	c, in and for said County, in the State aforesaid, DO HEREBY CERTIF	.,
THAT	of Banco Popular North America, not personally but as Trustee under	Y
Trust Agreement dated January 27, 1999 and	known as Trust No. 26796 and	7
of said Bank, who are personally known to	o me to be the same persons whose primes are subscribed to the foregoin	_
instrument as such	and respectively, appeared before me thi	5 ic
day in person and acknowledged that they sign	ed and delivered the said instrument as their own free and voluntary ac	13 *†
and as the free and voluntary act of said Bank	, for the uses and purposes therein set for h; and the said	1
		_
corporate seal of said Bank to said instrument	as his own free and voluntary act and the free and voluntary act of said	d
Bank, as Trustee, for the uses and purposes the	erein set forth.	u
, , , , , , , , , , , , , , , , , , ,		
Given under my hand and notarial sea	ed that he as custodian of the corporate seal of said Bank, did affix the as his own free and voluntary act and the free and voluntary act of said erein set forth. al thisday of	
	V . D !!!	
My Commission Expires:	Notary Public	
wry Conditiosion Expires:		
		

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<u>ACKNOWLEDGMENT</u>		
STATE OF ILLINOIS)		
COUNTY OF COOK) ss.		
On this Hh day of Opi , 2000, before me, a Notary Public in and for said County and State, appeared MIKE PAVLOVIC a/k/a SLOBODAN PAVLOVIC to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.		
IN TECTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.		
NOTARY PUBLIC		
My Commission Expires: OFFICIAL SEAL MARIBEL CRUZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:07/17/01 ACKNOW LEDGMENT		
STATE OF ILLINOIS)) ss. COUNTY OF COOK)		
On this 14th day of, 2000, before me, a Notary Public in and for said County and State, appeared MIROSLAVA PAVLOVIC to me personally known, who being by me duly sworn dul say that the foregoing instrument was signed and delivered by her as her own free and voluntary act for the uses and purposes therein set forth.		
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written. NOTARY PUBLIC		
My Commission Expires:		

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COLDIEN OF COOK) ss.
COUNTY OF COOK)

On this Hind day of Opril, 2000, before me, a Notary Public in and for said County and State, appeared PREDRAG KONSTANTINOVIC to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

ACKNOWLEDGMEN (

STATE OF ILLINOIS)) ss. COUNTY OF COOK)

On this Handay of ______, 2000, before me, a Notary Public in and for said County and State, appeared BRANKA PAVLOVIC-KONSTANTINOVIC to me personally known, who being by me duly swo n, did say that the foregoing instrument was signed and delivered by her as her own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
MARIBEL CRUZ
NOTARY PUBLIC, STATE OF ILLINOIS
NY COMMISSION EXPIRES:07/17/01

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ACKNOWLEDGMENT

STATE OF ILLINOIS)) SS.
COUNTY OF COOK)
On this //h day of April , 2000, before me, a Notary Public in and for said County and State, appeared the name of BANCO POPULAR
NORTH AMERICA, to the foregoing instrument as its <u>S.V.P</u> who, being by me duly sworn, did state that he/she is the <u>S.V.P</u> of said financial institution and that said instrument was signed and delivered by him/her
he/she is the of said financial institution and that said instrument was signed and delivered by him/her on behalf of said in ancial institution by authority of its Board of Directors, and said acknowledged to
me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein
stated as the free and you ntary act and deed of said financial institution.
IN TESTIMONY V. HEREOF, I have hereunto set my hand and affixed my official seal in the County and State
aforesaid, the day and year first above written
Whilsel 6
NCTARY PUBLIC
My Commission Expires:
wy Continussion Expires.
OFFICIAL CONTRACTOR OF THE PROPERTY OF THE PRO
My Commission Expires: OFFICIAL SEAL MARIBEL CRUZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:07/17/01
Co

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EXHIBIT A

MORTGAGED PROPERTY

LOTS 3 AND 4 (EXCEPT THAT PART OF LOT 3 WHICH LIES EAST OF A LINE DRAWN PARALLEL TO AND 103.8 FEET WEST OF THE EAST LINE OF LOT 15 IN BLOCK 43) IN THE SUBDIVISION OF LOTS 16 TO 22. BOTH INCLUSIVE, IN BLOCK 43 IN ROGERS PARK, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE VACATED ALLEY WEST OF AND ADJOINING LOT 15 IN BLOCK 43 AFORESAID WHICH LIES WEST OF A LINE 103.8 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 15, IN COOK COUNTY. ILLINOIS.

Common Address of Property:

1666 W. Pratt Blvd., Chicago, Illinois

Coot County Clark's Office Permanent Tax Identification Number:

11-31-226-012

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EXHIBIT B LEGAL DESCRIPTION

LOTS 10, 11 AND 12 (EXCEPT THE WESTERLY 7 FEET OF SAID LOTS TAKEN FOR OPENING AND WIDENING OF RIDGE AVENUE) IN BLOCK 46 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 EAST OF RIDGE ROAD OF SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addr.ss of Property:

6821-37 North Rid se, Chicago, Illinois

amber:

Cook Colling Clark's Office Permanent Tax Identification Number:

11-31-223-036