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RECORDATION REQUESTED BY:

Broadway Bank
5960 N Broadway
Chicago, IL 60660



Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 07/08/2003 01:48 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

SEND TAX NOTICES TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, ILLINOIS 60660
LOAN DEPARTMENT

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 24, 2003, is made and executed between MUHAMMAD A. AMJAD A/K/A MOHAMMAD A. AMJAD A/K/A MUHAMMAD AMJED (SSN:069-52-5520), whose address is 120 ST. FRANCIS CIRCLE, OAK BROOK, IL 60521 and SADI A. AMJAD (SSN:353-70-6163), HUSBAND AND WIFE, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON, WITH THE RIGHTS OF SURVIVORSHIP, whose address is 120 ST. FRANCIS CIRCLE, OAK BROOK, IL 60521 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2002 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows:

RECORDED ON SEPTEMBER 16, 2002 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0021010521.

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

PARCEL 1:

LOT 1 IN THE PLAT OF RESUBDIVISION OF PARCEL 1 OF BOURBON SQUARE, A PLANNED UNIT DEVELOPMENT OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED AUGUST 19, 2002 AS DOCUMENT NUMBER 0020909525.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AGREEMENT DATED MAY 20, 2002 AND RECORDED AUGUST 19, 2002 AS DOCUMENT 0020909526, AND DEED DATED AND RECORDED AS DOCUMENT NUMBER FROM EQR-BOURBON SQUARE VISTAS, INC. TO MUHAMMED AMJAD AND SADI AMJAD FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 2 OF PARCEL ONE OF BOURBON SQUARE, A PLANNED UNIT DEVELOPMENT IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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**MODIFICATION OF MORTGAGE
(Continued)**

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COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS ROUTE 53 (HICKS ROAD) AND THE NORTHERLY LINE OF SAID BOURBON SQUARE SUBDIVISION, THENCE SOUTH 26 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 53 A DISTANCE OF 325.59 FEET TO THE POINT OF BEGINNING, ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE SOUTH 63 DEGREES 18 MINUTES 40 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 243.43 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 22 SECONDS WEST A DISTANCE OF 33.64 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTH WITH A CHORD BEARING OF NORTH 71 DEGREES 53 MINUTES 21 SECONDS WEST, A CHORD LENGTH OF 81.01 FEET AND AN ARC LENGTH OF 81.32 FEET; THENCE NORTH 63 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 171.63 FEET TO A POINT ON THE EASTERLY LINE OF ILLINOIS ROUTE 53; THENCE NORTH 26 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 53 A DISTANCE OF 44.41 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

The Real Property of its address is commonly known as 2390-93 HICKS ROAD, PALATINE, IL 60067. The Real Property tax identification number is 02-02-201-156-0000

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

INDEBTEDNESS (MAXIMUM LIEN AMOUNT): AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$3,883,845.90.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:

- 1) THE PRINCIPAL AMOUNT OF THE NOTE HAS BEEN INCREASED TO \$1,941,922.95 (CURRENT PRINCIPAL BALANCE OF \$1,841,922.95 AND ADDITIONAL CASH OUT OF \$100,000.00).
- 2) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM \$20,133.08 MONTHLY PRINCIPAL AND INTEREST TO \$21,310.07 MONTHLY PRINCIPAL AND INTEREST.
- 3) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME....

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 JUNE 24, 2003.

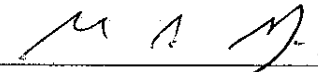
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

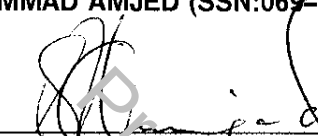
UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 309960

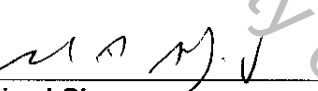
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GRANTOR:

X  (Seal)
 MUHAMMAD A. AMJAD A/K/A MOHAMMAD A. AMJAD A/K/A
 MUHAMMAD AMJED (SSN:069-52-5520), Individually

X  (Seal)
 SADIA AMJAD (SSN 353-70-6163), Individually

LENDER:

X  (Seal)
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENTSTATE OF ILLINOISCOUNTY OF COOK

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared MUHAMMAD A. AMJAD A/K/A MOHAMMAD A. AMJAD A/K/A MUHAMMAD AMJED (SSN:069-52-5520) and SADIA AMJAD (SSN:353-70-6163), 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 24th day of June, 20003

By  Residing at ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 7/14/05



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Property of Cook County

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My commission expires

Notary Public in and for the State of

By

Residing at

Lender.

_____ 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.

On this _____ day of _____, _____
Public, personally appeared _____,
and known to me to be the
before me, the undersigned Notary

On this

COUNTY OF

STATE OF

LENDER ACKNOWLEDGMENT

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 309960