

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/21/2003 09:25 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Harris Bank Winnetka, N.A.  
520 Green Bay Road  
Winnetka, IL 60093

**WHEN RECORDED MAIL TO:**

Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Linda Perucho, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 19, 2003, is made and executed between Balwant<sup>c.</sup> Patel, Upendra<sup>m.</sup> Patel, and Mayank Patel, Tenants in Common (referred to below as "Grantor") and Harris Bank Winnetka, N.A., whose address is 520 Green Bay Road, Winnetka, IL 60093 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 30, 1994 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on June 30, 1994 as Document #94576401 and Document #94576402 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

Lot 23 in Palwaukee Industrial Park being a Subdivision of that part of the Southeast 1/4 of Section 23, Township 42 North, Range 11, East of Third Principal Meridian in Cook County, Illinois

The Real Property or its address is commonly known as 2150 Foster, Wheeling, IL 60090. The Real Property tax identification number is 03-23-406-006

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated June 19, 2003 in the original principal amount of \$287,000.00 to Lender bearing an interest rate of 5.5% fixed per annum together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$287,000.00; (3) the maturity date is amended to remain continuous and without interruption. All other terms and conditions remain the same.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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X [Signature]  
Authorized Signer

LENDER:

X [Signature]  
Mank Patel, Individually

X [Signature]  
Upendra Patel, Individually

X [Signature]  
Balwant Patel, Individually

GRANTOR:

JUNE 19, 2003.

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

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.

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 6484

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## MODIFICATION OF MORTGAGE

Loan No: 6484

(Continued)

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Balwant Patel; Upendra Patel; and Mayank Patel**, 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 27th day of June, 2003

By Susanne Puralewski Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/06



### LENDER ACKNOWLEDGMENT

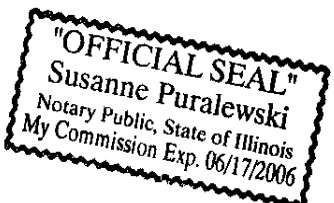
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 27th day of June, 2003 before me, the undersigned Notary Public, personally appeared John Ippoliti and known to me to be the SR V.P., 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 Susanne Puralewski Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/17/06



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Loan No: 6484

**MODIFICATION OF MORTGAGE  
(Continued)**

Page 4