Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 08/08/2003 03:56 PM Pg: 1 of 4

### **NOTE MODIFICATION AGREEMENT**

Account Number 604541901-01

Lakeside Bank (the "Lender"), an Illinois Banking Corporation, and the undersigned, Chanda Mendi and Usha Mendi (the "Borrowers"), agree as follows:

- 1. The Lender presently owns and holds BORROWERS' Powerhouse Note, dated May 1, 2002 and payable to the Lender in the sum of \$250,000.00. The note is executed by Chanda Mendi and Usha Mendi (the "Borrowers") in their capacity as prime obligors on the note.
- 2. The note is secured by, among outer things, a mortgage of same date conveying the premises commonly known as 1835 North Serwick Street, Chicago, Illinois. The mortgage was recorded with the Cook County Recorder of Deeds on May 20, 2002 as Document Number 0020574515 and securing the real estate described in attached Exhibit "A". The Note, Mortgage, and all other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
- 3. The Borrowers have requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereinafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amended as follows:
  - (a) The line has been increased (from \$350,000.00) to \$500,000.05.
- 4. The Borrowers hereby warrant to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other than as shown in the Loan Policy, except that the real estate taxes are currently paid and the Premises are free and clear from any mechanics (or other) liens with respect to any construction work thereon.

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5. The foregoing modification shall be effective as of the date hereof, all other provisions shall remain in full force and effect; the execution hereof by the Borrowers shall also constitute its direction upon the land trust to execute such documents reflecting this modification as the Bank may deem necessary or appropriate hereto.

Dated this 6th day of August 2003

LENDER:

**BORROWERS:** 

LAKESIDE BANK

BY:

Stan J. Bochnowski Senior Vice President

Usha Mendi

Clort's Office

This document was prepared by: Donna J. Reinke Lakeside Bank 1112 South Wabash Avenue Chicago, Illinois 60605

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INDIVIDUAL ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMEN I
STATE OF ILLNOIS
COUNTY OF COOK
On the day of day of
"OFFICIAL SEAL" INCENSE BUBNIW Notary Public, State of Illinois My Commission Expires 8/18/05 Notary Public
My Commission expires 8-18-05
TO <sub>F</sub>
004
Or County
INDIVIDUAL ACKNOWLEDGEMENT
STATE OF ILLNOIS
INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ILLNOIS  COUNTY OF COOK  On the 1th day of August, 2003, before me personally came
On the 1th day of Hugust, 2023, before me personally came who executed this Assignment hereof and acknowledged to me that he executed the same.

"OFFICIAL SEAL"
IRENE BULLARIW
Notary Public, Sales of Illinois
My Commission Expires 8/18/05

My Commission expires

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#### EXHIBIT 'A'

THE SOUTH 2 FEET OF LOT 9, ALL OF LOT 10 AND THE NORTH 10 FEET OF LOT 11 IN E. WARD'S SUBDIVISION OF BLOCK 44 IN CANAL TRUSTEE'S SUBDIVISION, A SUBDIVISION OF THE NORTH ½ AND THE NORTH ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONL Y I'NOWN AS: 1835 NORTH SEDGWICK STREET, CHICAGO, ILLINOIS 60614

P.I.N. 14-33-406-048, VOI. 496