

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/22/2003 01:49 PM Pg: 1 of 4

**INATION REQUESTED BY:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660

**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:

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 22, 2003, is made and executed between GEORGE PAPPAS (SSN:331-48-4590), whose address is 700 WELLINGTON AVE. #509, ELK GROVE VILLAGE, IL 60007 and DEMETRIA PAPPAS (SSN:347-62-7870), HIS WIFE, AS JOINT TENANTS, whose address is 700 WELLINGTON AVE. #509, ELK GROVE VILLAGE, IL 60007 (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 December 6, 2002 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows:

**RECORDED ON DECEMBER 13, 2003 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0021376601.**

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

PARCEL 1: UNIT NUMBER 509 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): SUBDIVISION LOT "B" IN LOT 4 IN SECOND RESUBDIVISION OF PART OF LOT 1 IN VILLAGE ON THE LAKE SUBDIVISION, (PHASE III) BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1971 AS DOCUMENT NUMBER 21380121 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 53436, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22389726 AND AMENDED FROM TIME TO TIME TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS FOR VILLAGE OF THE LAKE HOMEOWNERS ASSOCIATION EXECUTED BY CHICAGO TITLE AND TRUST COMPANY A CORP OF ILLINOIS, AS

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Loan No: 310335

## MODIFICATION OF MORTGAGE (Continued)

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TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1969 AND KNOWN AS TRUST NUMBER 53436 DATED JUNE 18, 1971 AND RECORDED JUNE 18, 1971 AS DOCUMENT NUMBER 21517200 AND AS CREATED BY DEED MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORP OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1969 AND KNOWN AS TRUST NUMBER 53436 TO GEORGE PAPPAS AND DEMETRIA PAPPAS HIS WIFE, DATED MAY 5, 1976 AND RECORDED JUNE 3, 1976 AS DOCUMENT NUMBER 23507096 FOR INGRESS AND EGRESS OVER LOT 2 (EXCEPT SUBDIVISION LOTS "AA", "B" AND "C") IN VILLAGE OF THE LAKE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1971 AS DOCUMENT NUMBER 21880121 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 700 WELINGTON AVE. #509, ELK GROVE VILLAGE, IL 60007. The Real Property tax identification number is 08-32-101-019-1084

**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 THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$239,689.56.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE PRINCIPAL AMOUNT OF THE LOAN HAS BEEN INCREASED TO: \$119,844.78 (CURRENT PRINCIPAL BALANCE OF: \$89,844.78 AND ADDITIONAL CASH OUT OF \$30,000.00). 2.) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM \$2,069.86 MONTHLY PRINCIPAL AND INTEREST TO \$2,774.36 MONTHLY PRINCIPAL AND INTEREST. 3.)

**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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 22, 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.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 310335

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GRANTOR:

X *George Pappas* (Seal)  
 GEORGE PAPPAS (SSN:331-48-4590), Individually

X *Demetria Pappas* (Seal)  
 DEMETRIA PAPPAS (SSN:347-62-7870), Individually

LENDER:

X *Stacy Ann* (Seal)  
 Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

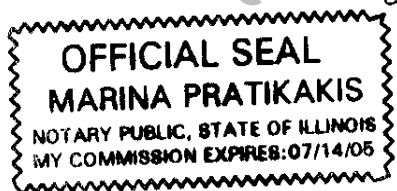
On this day before me, the undersigned Notary Public, personally appeared **GEORGE PAPPAS (SSN:331-48-4590)** and **DEMETRIA PAPPAS (SSN:347-62-7870)**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22<sup>nd</sup> day of August, 20 03

By *Marina Pratikakis* Residing at 5960 N. Broadway Illinois

Notary Public in and for the State of Illinois

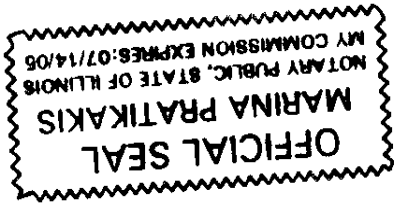
My commission expires 7/14/05



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Property of Cook County

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My commission expires 7/14/08  
Notary Public in and for the State of Illinois

By [Signature] Residing at Illinois

Lender:  
that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Senior Loan Officer authorized agent for the Lender that executed the within and foregoing instrument and

Public, personally appeared GLORIA BEVERIS and known to me to be the VICE PRES.  
On this 2nd day of August 2003 before me, the undersigned Notary

COUNTY OF Cook  
STATE OF Illinois  
)  
) SS  
)

## LENDER ACKNOWLEDGMENT