

# UNOFFICIAL COPY



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**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking -  
Morton Grove  
6201 W. Dempster Avenue  
Morton Grove, IL 60053

Doc#: 0327602091  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/03/2003 10:29 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622

# 30696

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2003, is made and executed between Theodore G. Mavrakis, whose address is 6600 Beckwith, Morton Grove, IL 60053 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 27, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents Recorded January 29, 1999, as Document Numbers 99096563 and 99096562; Modified by Modification of Mortgage Dated September 24, 2002 and Recorded December 11, 2002, respectively.**

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

LOTS 5 AND 6 IN THE SUBDIVISION OF LOTS 16 TO 22 INCLUSIVE, IN BLOCK 43 IN ROGERS PARK IN SECTIONS 30, 31 AND 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6801 - (6809) N. Clark Street, Chicago, IL 60626-3206.  
The Real Property tax identification number is 11-31-226-011-0000

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

**The maturity date has been extended to August 1, 2004. The interest rate has been changed to Lender Reference Rate + .50% Floating with a Floor of 4.50%. All other terms and provisions of the loan documents shall remain in full force and effect.**

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(Continued)**

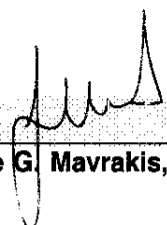
Page 2

**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 1, 2003.**

GRANTOR:

X


  
Theodore G. Mavrakis, Individually

LENDER:

X


  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

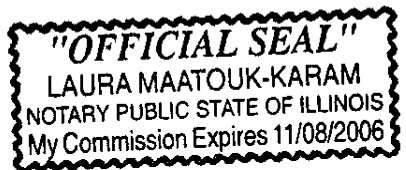
On this day before me, the undersigned Notary Public, personally appeared **Theodore G. Mavrakis and Carol Ann Mavrakis**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of August, 20 03

By Laura Maatouk-Karam Residing at Morton Grove

Notary Public in and for the State of Illinois

My commission expires 11/08/2006



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 14<sup>th</sup> day of August, 2003 before me, the undersigned Notary Public, personally appeared Brian Bahy and known to me to be the Senior Vice President, 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 Laura Maatouk-Karam Residing at Morton Grove

Notary Public in and for the State of Illinois

My commission expires 11/08/2006



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## MODIFICATION OF MORTGAGE (Continued)

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