



0414642277

RECORDATION REQUESTED BY:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

Doc#: 0414642277

Eugene "Gene" Moore Fee: \$32.00

Cook County Recorder of Deeds

Date: 05/25/2004 01:54 PM Pg: 1 of 5

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, IL 60660

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 18, 2004, is made and executed between NORTH STAR PLAZA, LLC. (E.I.N. , whose address is 119-145 N. MILWAUKEE AVENUE, WHEELING, IL 60090 (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 June 11, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON JUNE 18, 2003 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0316933151.

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

PARCEL 1:

LOT 4 (EXCEPT THAT PART OF LOT 4 TAKEN FOR THE WIDENING OF MILWAUKEE AVENUE IN CONDEMNATION CASE NUMBER 94L50275) AND LOT 5 (EXCEPT THAT PART OF LOT 5 CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR WIDENING OF MILWAUKEE AVENUE) N OWNERS SUBDIVISION OF PART OF OLD FILKINS FARM IN SECTIONS 1 AND 2 IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1879 AS DOCUMENT NUMBER 209566 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND BEGINNING AT A POINT IN THE CENTER LINE OF MILWAUKEE ROAD 13.1725 CHAINS NORTH, 21 DEGREES 45 MINUTES WEST OF STONE IN CENTER OF DUNDEE AND CHICAGO AND MILWAUKEE ROAD, THENCE NORTH 67 DEGREES 30 MINUTES EAST 2.727 CHAINS, THENCE NORTH 21 DEGREES 45 MINUTES WEST 213.97 FEET, THENCE SOUTH 88 DEGREES 10 MINUTES WEST 191.41 FEET TO THE CENTER LINE OF CHICAGO AND MILWAUKEE ROAD, THENCE SOUTH 21 DEGREES 45 MINUTES EAST, 281.54 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR THE WIDENING OF MILWAUKEE AVENUE IN CONDEMNATION CASE NUMBER 94L50274) IN SECTION 2,

SKM

Box 400-CTCC

8129 698 2028 40

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Loan No: 310840

MODIFICATION OF MORTGAGE

(Continued)

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TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 119-145 N. MILWAUKEE AVENUE, WHEELING, IL 60090. The Real Property tax identification number is 03-02-405-009-0000, 03-02-405-008-0000, 03-02-405-024-0000

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

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 \$5,170,000.00.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1) THE PRINCIPAL AMOUNT OF

ADDITIONAL CASH OUT OF: \$185,000.00 AND REMAINING UNDISBURSED PRINCIPAL BALANCE OF: \$6,598.00. 2) THE FOLLOWING PAYMENT SCHEDULE HAS BEEN CHANGED FROM: EIGHTEEN (18)

MONTHLY CONSECUTIVE INTEREST PAYMENTS BEGINNING JULY 11, 2003, WITH INTEREST CALCULATED ON THE UNPAID PRINCIPAL BALANCE; 41 MONTHLY CONSECUTIVE PRINCIPAL AND

INTEREST PAYMENTS OF \$17,557.84 EACH, AND ONE IRREGULAR LAST PAYMENT ESTIMATED AT \$2,361,330.78

BORROWERS FIRST PAYMENT IS DUE ON JULY 11, 2003, AND ALL SUBSEQUENT PAYMENTS ARE DUE ON THE SAME DAY OF EACH MONTH AFTER THAT. BORROWERS FINAL

PAYMENT WILL BE DUE ON JUNE 11, 2008, AND WILL BE FOR ALL PRINCIPAL AND ALL ACCRUED INTEREST NOT YET PAID. PAYMENTS INCLUDE PRINCIPAL AND INTEREST TO THE NEW PAYMENT

SCHEDULE AS FOLLOWS: SEVEN (7) MONTHLY CONSECUTIVE INTEREST PAYMENTS BEGINNING JUNE 11, 2004, WITH INTEREST CALCULATED ON THE UNPAID PRINCIPAL BALANCE; 41 MONTHLY

CONSECUTIVE PRINCIPAL AND INTEREST PAYMENTS OF \$18,719.48 EACH, AND ONE IRREGULAR LAST PAYMENT ESTIMATED AT \$2,517,610.77

BORROWERS FIRST PAYMENT IS DUE ON JUNE 11, 2004, AND ALL SUBSEQUENT PAYMENTS ARE DUE ON THE SAME DAY OF EACH MONTH AFTER THAT. BORROWERS FINAL

PAYMENT WILL BE DUE ON JUNE 11, 2008, AND WILL BE FOR ALL 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 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 MAY 18, 2004.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 310840

GRANTOR:

NORTH STAR PLAZA, LLC. (E.I.N.)

By: *Alexander Babitsky*
ALEXANDER BABITSKY (SSN:336-66-0219), MEMBER &
MANAGER of NORTH STAR PLAZA, LLC. (E.I.N.)

By: *Lev Stratievsky*
LEV STRATIEVSKY (SSN:331-66-7752), MEMBER &
MANAGER of NORTH STAR PLAZA, LLC. (E.I.N.)

LENDER:

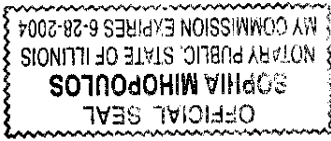
BROADWAY BANK

X _____
Authorized Signer

PROPERTY of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County



My commission expires 6/28/04

Notary Public in and for the State of ILLINOIS

Residing at 3400 N. Broadway

By Sophia Mihopoulos

Modification on behalf of the limited liability company.

On this 18th day of May, 2004, before me, the undersigned Notary Public, personally appeared **ALEXANDER BABITSKY (SSN:336-66-0219), MEMBER & MANAGER; LEV STRATIEVSKY (SSN:331-66-7752), MEMBER & MANAGER OF NORTH STAR PLAZA, LLC (E.I.N., and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company by authority or stated, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.**

[Signature]

[Signature]

COUNTY OF Cook County

STATE OF ILLINOIS

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 310840

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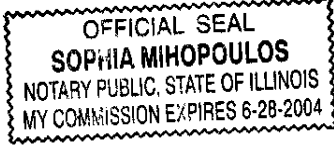
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook County) SS
)

On this 19th day of May, 2004 before me, the undersigned Notary Public, personally appeared GLORIA SQUIRES and known to me to be the 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 Sophia Mihopoulos Residing at 5960 N. BRADSHAW
 Notary Public in and for the State of ILLINOIS

My commission expires 6/20/04



Cook County Clerk's Office