



Doc#: 0414734112  
Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 05/26/2004 01:34 PM Pg: 1 of 18

MODIFICATION OF  
MORTGAGE NOTE,  
MORTGAGE, AND  
RELATED LOAN  
DOCUMENTS

This Modification of Mortgage Note, Mortgage, and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of April 1, 2004 by and among NORTH STAR TRUST COMPANY, successor trustee to BANCO POPULAR NORTH AMERICA, not personally but as Trustee under Trust Agreement dated January 27, 1999 and known as Trust No. 26796 (hereinafter referred to as "Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated October 24, 1988 and known as Trust No. 106812-03 ("Trustee"), MIKE PAVLOVIC w/a SLOBODAN PAVLOVIC, MIROSLAVA PAVLOVIC, PREDRAG KONSTANTINOVIC, BRANKA PAVLOVIC-KONSTANTINOVIC (hereinafter collectively referred to as "Guarantors"), (Borrower and Guarantors are hereinafter collectively referred to as "Obligors") and BANCO POPULAR NORTH AMERICA, (hereinafter referred to as "Lender").

ACCM 1/2  
PRAIRIE TITLE  
6821 W. NORTH AVE.  
OAK PARK IL 60302

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender a Mortgage Note dated March 11, 1999 payable to the order of Lender in the principal amount of Nine Hundred Fifteen Thousand and No/100 Dollars (\$915,000.00) (hereinafter referred to as the "Note"); and

WHEREAS, the Note is secured, inter alia, by (i) that certain Mortgage dated March 11, 1999, made by Borrower, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1999 as Document No. 99317737 (hereinafter referred to as the "Mortgage") and encumbering with a first mortgage lien the property (hereinafter referred to as the "Mortgaged Property") legally described on Exhibit A,

MAIL TO: BANCO POPULAR, 4000 W NORTH AVE, CHICAGO, IL 60639 ATTN: J. RAMIREZ

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which is attached hereto and made a part hereof, (ii) that certain Assignment of Rents dated March 11, 1999 made by Borrower and Slobodan Pavlovic, Miroslava Pavlovic, Predrag Konstantinovic, and Branka Pavlovic-Konstantinovic (hereinafter collectively referred to as "Beneficiary"), as assignor, to Lender, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1999, as Document No. 99317738 (hereinafter referred to as the "Assignment of Rents"), (iii) that certain Security Agreement dated March 11, 1999 among Borrower, Beneficiary and Lender (hereinafter referred to as the "Security Agreement"), (iv) that certain Assignment of Beneficial Interest (Including Irrevocable Right to Approve) dated March 11, 1999 made by Beneficiary to Lender (hereinafter referred to as the "ABI"), (v) that certain Second Mortgage dated March 11, 1999, made by Trustee, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 1999 as Document No. 99293960 (hereinafter referred to as the "Second Mortgage") and encumbering with a second mortgage lien the property legally described on Exhibit E, which is attached hereto and made a part hereof and (vi) that certain Guaranty dated March 11, 1999, executed by Guarantors in favor of Lender in connection with the obligations of Borrower to Lender (hereinafter referred to as the "Guaranty"), (the Note, Mortgage, Assignment of Rents, Security Agreement, ABI, Second Mortgage, Guaranty and any and all other loan and/or security documents executed in connection therewith are hereinafter referred to as the "Loan Documents"); and

WHEREAS, the parties hereto desire to amend the Loan Documents to, among other things, provide for (i) an extension of the maturity date of the Note to April 15, 2007, (ii) an increase in the principal balance of the Note from the existing principal balance of \$788,367.07 to a new principal balance of \$1,288,367.07, (iii) the modification of the interest rate in the Note, (iii) a change in the payment amount to correspond to the change in interest rate and extended maturity; and (iv) the re-establishment of a prepayment penalty; and

WHEREAS, the outstanding principal balance of the Note, as of the date hereof is \$788,367.07.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, Beneficiary, Guarantors and Lender do hereby agree as follows:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

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2. **AMENDMENT OF NOTE.** The Existing Note is hereby amended as follows:

2.1 All references in the Existing Note to the sum of \$915,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,288,367.07.

2.2 Paragraph 1.2 and 1.3 of the Note are hereby amended by deleting same in their entirety and inserting in lieu thereof the following:

1.2 **Interest and Principal in Installments.** Interest on the unpaid principal balance of the Loan at an annual interest rate (the "Interest Rate") of Five and One Quarter percent (5.25%) and principal shall be due and payable in installments of Seven Thousand Seven Hundred Seventy Eight and 82/100 Dollars (\$7,778.82) each commencing on the fifteenth day of May, 2004 and continuing on the fifteenth day of each and every succeeding month thereafter until the "Maturity Date" (as that term is hereinafter defined), at which time all accrued and unpaid interest shall be due and payable. Interest hereunder shall be calculated as if the Loan were being amortized over a Twenty Five (25) year period and on the basis of the actual number of days elapsed during the period for which interest is being charged hereunder, predicated on a year consisting of three hundred sixty (360) days. Receipt of a check shall be deemed to constitute payment hereunder, but only if the check is processed and paid in full by the institution against which the check is drawn within a commercially reasonable and customary time.

1.3. **Principal at Maturity.** The entire unpaid principal balance of the Loan shall be due and payable on April 15, 2007 (the "Maturity Date").

2.3 Paragraph 1.5 of the Note is hereby amended by deleting same in its entirety and inserting in lieu thereof the following.

1.5 **Prepayments.** Borrower reserves the right to prepay the entire unpaid principal balance of this Note, together with accrued interest thereon to the date of such prepayment, on any installment payment date hereunder, provided that no "Default" (as that term is hereinafter defined) then exists or has previously occurred and that Borrower gives Lender not less than thirty (30) days' prior written notice of its intention to do so, and on the further condition that Borrower shall also pay at the time of such prepayment and in addition thereto, a premium equal to two percent (2%) of the amount of principal so prepaid during the first (1st) "Loan Year" (as that term is hereinafter defined), and thereafter declining by one percent (1%) for each Loan Year thereafter; provided, however, that if prior to the Maturity Date a Default occurs and Lender elects to declare all principal and interest hereunder immediately due and payable, a prepayment premium calculated as aforesaid shall be included in the indebtedness then due and payable hereunder, and any tender of payment shall include such premium. The term "Loan Year", as used herein, means a twelve (12) calendar month period commencing on April 15, 2004 and each subsequent Loan Year commencing on each anniversary thereof. No partial prepayment shall extend or postpone the due date of any subsequent monthly installment of principal and/or interest arising hereunder.

2.4 Except as specifically set forth to the contrary hereinabove, the Note remains unmodified and in full force and effect.

3. **AMENDMENT OF MORTGAGE.** The Mortgage is hereby amended as follows:

3.1 All references in the Mortgage to the Note shall be deemed to be references to the Note as

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modified hereby.

3.2 Paragraph 1.01 of the Mortgage is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

1.01 Note. Whereas, Borrower has executed and delivered to Lender a Mortgage Note (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Note") of even date herewith, as said Note is modified by and pursuant to the terms of that certain Modification of Note, Mortgage and Related Loan Documents dated April 1, 2004 wherein Borrower promises to pay to the order of Lender the principal amount of One Million Two Hundred Eighty Eight Thousand Three Hundred Sixty Seven and 07/100 Dollars (\$1,288,367.07) in repayment of a loan (the "Loan") from Lender to Borrower in like amount or so much thereof as may now or hereafter be disbursed by Lender under the Note, together with interest thereon, in installments as set forth in the Note; and

3.3 All references in the Mortgage to the sum of \$915,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,288,367.07.

3.4 All references therein, whether in words or in Arabic Script or otherwise, to a maturity date of the Note of April 1, 2004 are hereby deleted and substituted in lieu thereof are corresponding references to April 15, 2007, as and for the Maturity Date.

3.5 Except as specifically set forth to the contrary hereinabove, the Mortgage remains unmodified and in full force and effect.

4. **AMENDMENT OF ASSIGNMENT OF RENTS, SECURITY AGREEMENT, ABI, GUARANTY AND RELATED LOAN DOCUMENTS.** The Assignment of Rents, Security Agreement, ABI, Guaranty and Related Loan Documents are hereby amended as follows:

4.1 All references therein to the Note shall be deemed to be references to the Note as modified hereby.

4.2 All references therein to the Mortgage shall be deemed to be references to the Mortgage as modified hereby.

4.3 Paragraph 1.1 of the Assignment of Rents is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

1.01 Note. Whereas, Borrower has executed and delivered to Lender a Mortgage Note (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Note") of even date herewith, as said Note is modified by and pursuant to the terms of that certain Modification of Note, Mortgage and Related Loan Documents dated April 1, 2004 wherein Borrower promises to pay to the order of Lender the principal amount of One Million Two Hundred Eighty Eight Thousand Three Hundred Sixty Seven

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and 07/100 Dollars (\$1,288,367.07) in repayment of a loan (the "Loan") from Lender to Borrower in like amount, or so much thereof as may now or hereafter be disbursed by Lender under the Note, together with interest thereon, in installments as set forth in the Note; and

4.4 All references in the Mortgage to the sum of \$915,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,288,367.07.

4.5 All references therein, whether in words or in Arabic Script or otherwise, to a maturity date of the Note of April 1, 2004 are hereby deleted and substituted in lieu thereof are corresponding references to April 15, 2007, as and for the Maturity Date.

4.6 Except as specifically set forth to the contrary hereinabove, the Assignment of Rents, Security Agreement, ABI, Guaranty and Related Loan Documents remain unmodified and in full force and effect.

5. **AMENDMENT OF SECOND MORTGAGE.** The Second Mortgage is hereby amended as follows:

5.1 All references in the Second Mortgage to the Note shall be deemed to be references to the Note as modified hereby.

5.2 Paragraph 1.01 of the Mortgage is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

1.01 Note. Whereas, Borrower has executed and delivered to Lender a Mortgage Note (together with any amendments, modifications, renewals or extensions thereof or substitutions therefor, the "Note") of even date herewith, as said Note is modified by and pursuant to the terms of that certain Modification of Note, Mortgage and Related Loan Documents dated April 1, 2004 wherein Borrower promises to pay to the order of Lender the principal amount of One Million Two Hundred Eighty Eight Thousand Three Hundred Sixty Seven and 07/100 Dollars (\$1,288,367.07) in repayment of a loan (the "Loan") from Lender to Borrower in like amount, or so much thereof as may now or hereafter be disbursed by Lender under the Note, together with interest thereon, in installments as set forth in the Note; and

5.3 All references in the Mortgage to the sum of \$915,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$1,288,367.07.

5.4 All references therein, whether in words or in Arabic Script or otherwise, to a maturity date of the Note of April 1, 2004 are hereby deleted and substituted in lieu thereof are corresponding references to April 15, 2007, as and for the Maturity Date.

5.5 Except as specifically set forth to the contrary hereinabove, the Second Mortgage remains unmodified and in full force and effect.

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6. **ADDITIONAL ADVANCE.** Upon and after the execution of this Agreement by all parties hereto, Lender shall advance to Borrower the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) under and pursuant to the terms of the Note as modified by the terms of this Agreement.

7. **RATIFICATION BY GUARANTORS.** By execution of this Agreement, Guarantors hereby consent to the execution and delivery of this Agreement by Borrower to Lender and ratify, confirm and acknowledge that, notwithstanding any amendments to the Note, Mortgage, and any other Loan Documents as set forth herein, the Guaranty remains in full force and effect in accordance with its terms and continues to guarantee the repayment of all obligations of Borrower to Lender described therein, including, without limitation, all obligations of Borrower to Lender under the Note as the Note is amended and increased hereby.

8. **REPRESENTATIONS AND WARRANTIES.** Borrower, Beneficiary and Guarantors confirm and remake all representations and warranties set forth in the Loan Documents.

9. **ADDITIONAL PROVISIONS.** This Agreement shall be effective only upon:

(a) Delivery by Obligors to Lender of a satisfactory Date Down Endorsement to the existing Mortgagee's title insurance policy issued by Intercounty Title Company, insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policy and approved by Lender), confirming all previous endorsements thereto, if any, and extending the effective date of the policy through the date of recording of this Agreement and increasing the insured amount of said policy to the sum of \$1,288,367.07.

(b) Payment by Obligors to Lender, immediately upon the submission of bills and invoices therefor, of all amounts incurred by Lender for attorney's fees, recording expenses, title insurance fees (including, without limitation, the title search and issuance of the endorsement(s) described in (a) above), and all other costs incurred by or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by Borrower with the terms and conditions hereof and Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 9 shall be in addition to, and not in lieu of, the rights and remedies contained in the

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Loan Documents, as herein amended, and as otherwise provided by law.

(c) The recording of a counterpart of this Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.

10. **EFFECTIVENESS.** This Agreement shall be effective as of the date hereof subject to the provisions of Paragraph 9 hereof.

11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

12. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Obligors and Lender have contributed substantially and materially to the preparation of this Agreement.

13. **GENDER.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

14. **ENTIRE AGREEMENT.** Obligors and Lender acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement and the Loan Documents. This Agreement and the Loan Documents together represent a complete integration of all prior and contemporaneous agreements and understandings of Obligors and Lender. Except as amended herein the provisions of the Loan Documents are hereby ratified and confirmed.

15. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of Obligors and Lender, and their respective successors, assigns, grantees, heirs, executors, personal representatives and administrators.

16. **RATIFICATION; AUTHORITY.** Except as herein amended, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified and reaffirmed. Obligors represent to Lender that there is no other ownership interest, mortgage lien, trust deed, or other interest, now outstanding against the Mortgaged Property, other than the lien of the Loan Documents; and that the lien of the Mortgage is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on the Mortgaged Property, as described on Exhibit A attached hereto, enjoying the same or superior

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priority with respect to other claims upon the Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors have duly authorized, executed and delivered this Agreement, and acknowledge that the Loan Documents are valid and enforceable in accordance with their terms against the Obligor.

17. **DEFAULTS**. The occurrence of any one or more of the following shall constitute a Default under this Agreement.

(a) the untruthfulness of any representation or warranty contained in this Agreement, or the existence of a misrepresentation of fact or fraud contained in any document or information heretofore or hereafter submitted or communicated to Lender in support of this Agreement;

(b) the breach or violation of any term, covenant, or condition contained in this Agreement; or

(c) any other default, not timely cured within any applicable cure or grace period, under any of the Loan Documents. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents.

18. **TERMINATION**. Immediately following the occurrence of any Default under this Agreement, Lender may, at its option (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.

19. **PRIORITY OF MORTGAGES**. All of the Mortgaged Property shall remain in all respects subject to the lien, charges and encumbrance of the Mortgage, as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the liens, charges or encumbrances of the Mortgage, as herein amended, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents, as herein amended.

20. **CONSENT TO AMENDMENT**. Obligors and Guarantors acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them and they have had full benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by them, respectively, freely, voluntarily, with



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full knowledge, and without duress, and that in executing this Agreement, each, respectively, is relying on no other representations, either written or oral, or express or implied, made to them.

21. **NO DEFENSES; RELEASE.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Obligors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Obligors may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise, as a consequence of the dealings between the parties up to and including the date hereof.

22. **COUNTERPARTS.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

23. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein amended.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

BORROWER:

NORTH STAR TRUST COMPANY, successor trustee to BANCO POPULAR NORTH AMERICA, not personally but as Trustee as aforesaid

By:   
Title: Sr Land Trust Officer

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BENEFICIARY:

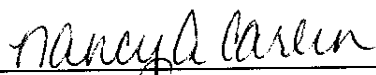


MIKE PAVLOVIC a/k/a SLOBODAN PAVLOVIC



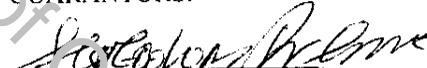
PREDRAG KONSTANTINOVIC

LASALLE BANK NATIONAL ASSOCIATION successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

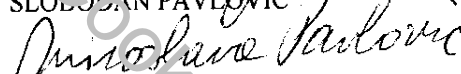
By: 

Title: Asst Vice President

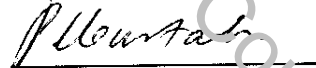
GUARANTORS:



SLOBODAN PAVLOVIC



MIROSLAVA PAVLOVIC



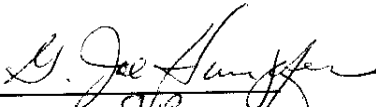
PREDRAG KONSTANTINOVIC



BRANKA PAVLOVIC-KONSTANTINOVIC

LENDER:

BANCO POPULAR NORTH AMERICA

By: 

Title: SVP

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in such Trustee. It is executed, understood and intended in the premises, intentions, objects, purposes, conditions, undertakings and agreements herein contained to be in full and complete satisfaction of the obligations of the Trustee as Trustee and not personally. The undersigned Land Trustee, by executing this instrument, assumes the responsibility of the bank's obligations against the Trustee as aforesaid and agrees to defend, indemnify, represent and covenant, undertake and agree of the Trustee in this instrument.

This Document Prepared By  
and Return To:  
**Bruce W. Craig**  
Banco Popular North America  
4000 West North Avenue  
4<sup>th</sup> Floor  
Chicago, Illinois 60639

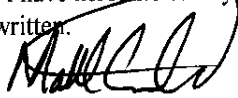
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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 19 day of April, 2004, before me, a Notary Public in and for said County and State, appeared Nancy A Carlin, to me personally known, who being by me duly sworn, did say that he/she is the AVP of ~~AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO~~, not personally but as Trustee under Trust Agreement dated October 24, 1988 and known as Trust No. 106812-03, and that the foregoing instrument was signed and sealed on behalf of said Trust by authority of said Successor Trustee and that he/she acknowledged the foregoing instrument to be the free act and deed of said Trust.

~~AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO~~ **\*\*LASALLE BANK NATIONAL ASSOCIATION** successor trustee to  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



NOTARY PUBLIC

My Commission Expires

\_\_\_\_\_

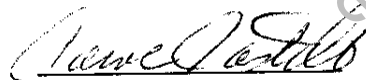


## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, ~~the undersigned~~ Maritza Castillo, Sr. and Trust Officer a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Maritza Castillo, Sr. and Trust Officer of North Star Trust Company successor trustee to Banco Popular North America, not personally but as Trustee under Trust Agreement dated January 27, 1999 and known as Trust No. 26796 ~~and~~ \_\_\_\_\_ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. and Trust Officer \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Sr. and Trust Officer then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19<sup>th</sup> day of April, 2004.



Notary Public

My Commission Expires:

\_\_\_\_\_



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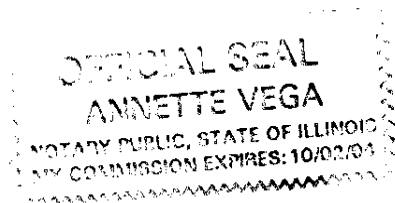
## ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
  ) ss.  
COUNTY OF COOK    )

On this 19<sup>th</sup> day of April, 2004, before me, a Notary Public in and for said County and State, appeared MIKE PAVLOVIC a/k/a SLOBODAN PAVLOVIC to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
NOTARY PUBLIC



My Commission Expires:

10/02/04

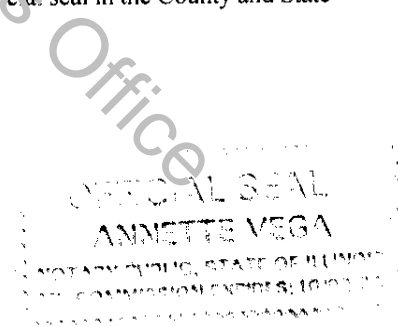
## ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
  ) ss.  
COUNTY OF COOK    )

On this 19<sup>th</sup> day of April, 2004, before me, a Notary Public in and for said County and State, appeared MIROSLAVA PAVLOVIC to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by her as her own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
NOTARY PUBLIC



My Commission Expires:

10/02/04

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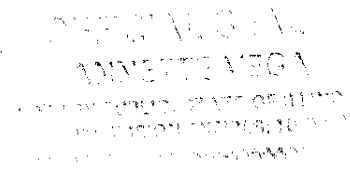
### ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF COOK    )

On this 19<sup>th</sup> day of April, 2004, before me, a Notary Public in and for said County and State, appeared PREDRAG KONSTANTINOVIC to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires:

10/02/04

### ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF COOK    )

On this 19<sup>th</sup> day of April, 2004, before me, a Notary Public in and for said County and State, appeared BRANKA PAVLOVIC-KONSTANTINOVIC to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by her as her own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires:

10/02/04

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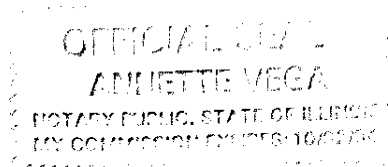
## ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK    )

On this 15<sup>th</sup> day of April, 2004, before me, a Notary Public in and for said County and State, appeared G. Joe Humpfer, to me known to be the person who subscribed the name of BANCO POPULAR NORTH AMERICA, to the foregoing instrument as its Sr. Vice President who, being by me duly sworn, did state that he/she is the Sr. Vice President of said financial institution and that said instrument was signed and delivered by him/her on behalf of said financial institution by authority of its Board of Directors, and said Sr. Vice President acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said financial institution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Annette Vega  
NOTARY PUBLIC



My Commission Expires:

10/02/04

Property of Cook County Clerk's Office

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## EXHIBIT A

### MORTGAGED PROPERTY

LOTS 10, 11 AND 12 (EXCEPT THE WESTERLY 7 FEET OF SAID LOTS TAKEN FOR OPENING AND WIDENING OF RIDGE AVENUE) IN BLOCK 46 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 EAST OF RIDGE ROAD OF SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

6821-37 North Ridge, Chicago, Illinois

Permanent Tax Identification Number:

11-31-223-036

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EXHIBIT B  
LEGAL DESCRIPTION

LOTS 3 AND 4 (EXCEPT THAT PART OF LOT 3 WHICH LIES EAST OF A LINE DRAWN PARALLEL TO AND 103.8 FEET WEST OF THE EAST LINE OF LOT 15 IN BLOCK 43) IN THE SUBDIVISION OF LOTS 16 TO 22, BOTH INCLUSIVE, IN BLOCK 43 IN ROGERS PARK, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE VACATED ALLEY WEST OF AND ADJOINING LOT 15 IN BLOCK 43 AFORESAID WHICH LIES WEST OF A LINE 103.8 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 15, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

1666 W. Pratt Blvd., Chicago, Illinois

Permanent Tax Identification Number:

11-31-226-012

Property of Cook County Clerk's Office