

# UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

David J. O'Keefe  
Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601

Doc#: 0415318111  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 06/01/2004 02:52 PM Pg: 1 of 6

## **MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS**

**THIS MODIFICATION OF MORTGAGE AND OTHER SECURITY DOCUMENTS** ("Modification") is made and entered into as of the 10<sup>th</sup> day of April, 2004 by **IBRAHIM SHIHADDEH and AMAMI SHIHADDEH** (collectively "Mortgagor") with a mailing address of 5868 North Broadway, Chicago, Illinois 60660 to and for the benefit of **MB FINANCIAL BANK, N.A.** ("Lender"), with a mailing address of 1200 North Ashland Avenue, Chicago, Illinois 60622 Attention: Jane M. Okarski.

### **RECITALS:**

**WHEREAS**, Lender has heretofore made a construction mortgage loan (the "Loan") to Borrower in the original principal amount of **TWO MILLION ONE HUNDRED EIGHTY NINE THOUSAND AND 00/100 DOLLARS (\$2,189,000.00)**; and

**WHEREAS**, the Loan is evidenced by a Construction Mortgage Note dated as of October 11, 2002 (the "Note") made by Borrower whereby Borrower promised to pay to the order of Lender the principal sum of **TWO MILLION ONE HUNDRED EIGHTY NINE THOUSAND AND 00/100 DOLLARS (\$2,189,000.00)**, all as more specifically set forth in said Note; and

**WHEREAS**, the Note is secured by, among other things, a Construction Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of the 11<sup>th</sup> day of October, 2002 by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 28, 2002 as Document No. 0021184112; and any and all other instruments and documents executed by or on behalf of Borrower and delivered to Lender in connection with the Loan, which are hereinafter collectively referred to as the "Other Security Documents"; and

**WHEREAS**, Borrower desires that the Loan be modified to extend the Maturity Date; and

**WHEREAS**, the parties desire to modify and amend the Loan as provided herein and as a condition to such modification, Lender is requiring: (i) this Amendment; and (ii) a Modification of Construction Mortgage and Other Security Documents dated of even date herewith executed by Borrower (the "Mortgage Modification"), whereby the Mortgage and the other documents evidencing and securing the Loan (the "Other Security Documents") are modified to secure the Note as modified hereby.

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NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the Mortgage, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgage and the Other Security Documents.
2. **Modification of Mortgage and Other Security Documents.** The Mortgage and Other Security Documents are hereby modified by deleting therefrom the amount "*April 10, 2004*" where it appears and substituting therefor "*June 30, 2004*."
3. **References to Note.** From and after the date hereof (i) the Mortgage, the Assignment and the Other Security Documents shall be deemed to secure the Note as modified by the Note Amendment; and (ii) any and all references in the Mortgage or the Other Security Documents to the "Note" shall be deemed to refer to the Note as modified by the Note Amendment.
4. **References to Loan Documents.** Any and all references in the Note, the Mortgage and the Other Security Documents to the "Loan Documents" shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.
5. **Reaffirmation of Representations and Warranties.** Mortgagor hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Mortgage and the Other Security Documents.
6. **Reaffirmation of Covenants.** Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the Other Security Documents as herein modified.
7. **Laws of Illinois.** This Modification shall be covered and construed under the laws of the State of Illinois.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

BORROWER:

  
IBRAHIM SHIHADAH

  
AMAMI SHIHADAH

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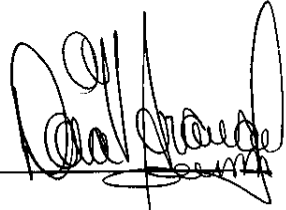
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, DORA V ARANA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **IBRAHIM SHIHADDEH and AMAMI SHIHADDEH**, personally known to me to be the same persons whose name is subscribed to the foregoing **Modification of Mortgage and Other Security Documents** appeared before me this day in person and acknowledged that they signed, sealed and delivered the said **Modification of Mortgage and Other Security Documents** as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 12<sup>th</sup> day of ~~April~~ <sup>MAY</sup>, 2004.



\_\_\_\_\_  
Notary Public





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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 8 IN BLOCK 2 IN INVERNESS, A SUBDIVISION OF BLOCKS 1 TO 8, AND 11, 12 AND 13 IN WESTERFIELD'S ADDITION TO WILMETTE VILLAGE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-26-103-023-0000

STREET ADDRESS: 809 MICHIGAN, WILMETTE, ILLINOIS 60091

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