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Doc#: 0417340338  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/21/2004 02:35 PM Pg: 1 of 4

RECORDATION 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

Real Estate Index 21101049

This Modification of Mortgage prepared by:

BROADWAY BANK  
5960 N. BROADWAY  
CHICAGO, IL 60660



**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 15, 2004, is made and executed between MIRZA A. BAIG (SSN:361-68-5386), whose address is 3139 PREAKNESS DR., AURORA, IL 60504 and JAWAID A. SIDDIQI (SSN:361-66-5589), TENANTS IN COMMON, whose address is 3129 PREAKNESS DR., AURORA, IL 60504 (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 April 29, 2003 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows:

RECORDED ON APRIL 30, 2003 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0312044069.

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

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH OF THE INDIAN BOUNDARY LINE, (EXCEPT THE NORTH 20 FEET OF THE WEST 183 FEET AND EXCEPT THE EAST 150 FEET THEREOF, AND EXCEPT THE NORTH 120 FEET OF THE SOUTH 153 FEET OF THE WEST 183 FEET AND EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES BY DEED FILED AS DOC. NO. 2384615), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 15969 S. PULASKI/CRAWFORD, MARKHAM, IL 60607. The Real Property tax identification number is 28-14-309-019-0000 & 28-14-309-026-0000

**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 \$1,000,800.00

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE MATURITY DATE HAS BEEN EXTENDED TO JUNE 15, 2009. 2.) THE INTEREST RATE HAS BEEN CHANGED FROM A VARIABLE

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## MODIFICATION OF MORTGAGE (Continued)

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RATE OF PRIME PLUS ONE (1) PERCENT WITH A FLOOR RATE OF 8.75% TO A VARIABLE RATE OF PRIME PLUS ONE (1) PERCENT WITH A FLOOR RATE OF 7.50%. 3.) THE BUSINESS KNOWN AS CREATIVE BUSINESS, INC., D/B/A CITGO GAS STATION LOCATED AT 5066 N. ELSTON, CHICAGO, ILLINOIS HAS BEEN REMOVED AS A BORROWER AND AS COLLATERAL. 4.) THE TERM OF THE LOAN HAS BEEN CHANGED FROM A ONE (1) YEAR LOAN TO A BALLOON LOAN OF FIVE (5) YEARS WITH AN AMORTIZATION OF THIRTY (30) YEARS. 5.) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM INTEREST MONTHLY PAYMENTS ONLY TO PRINCIPAL AND INTEREST MONTHLY PAYMENTS OF \$3,536.33. 6.) A PRE-PAYMENT PENALTY HAS BEEN ADDED: It is understood that there will be a penalty equal to Six (6) months interest on any principal reduction in excess of 20.0% in one year. This penalty shall be applied to total cumulative principal payments during the prior twelve month period that exceed this percentage amount.. 7.) 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 endorser 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 JUNE 15, 2004.**


**GRANTOR:**

X   
MIRZA A. BAIG (SSN:361-68-5386)

X   
JAWAID A. SIDDIQI (SSN:361-66-5589)

**LENDER:**

**BROADWAY BANK**

X   
Authorized Signer



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 310735

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

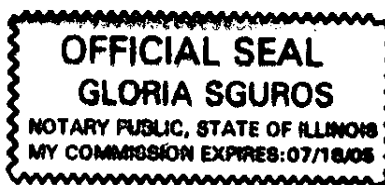
On this day before me, the undersigned Notary Public, personally appeared **MIRZA A. BAIG (SSN:361-68-5386)** and **JAWAID A. SIDDIQI (SSN:361-66-5589)**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of June, 20 04

By Gloria Sgueros Residing at Illinois

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

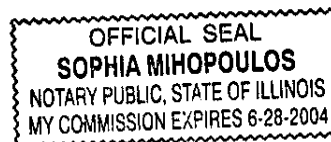
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK COUNTY )

On this 15th day of June, 2004 before me, the undersigned Notary Public, personally appeared Gloria Sgueros 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 5900 N. Broadway

Notary Public in and for the State of ILLINOIS

My commission expires 6/28/04



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## MODIFICATION OF MORTGAGE (Continued)

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