

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

LABE BANK
Main Branch
4343 N. Elston Ave.
Chicago, IL 60641



WHEN RECORDED MAIL TO:

LABE BANK
Main Branch
4343 N. Elston Ave.
Chicago, IL 60641

Doc#: 0417526296
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 06/23/2004 03:55 PM Pg: 1 of 3

FOR RECORDER'S USE ONLY

Real Estate Index 71120647

This Modification of Mortgage prepared by:

Virginia Garcia Loan# 0112003222
LABE BANK
4343 N. ELSTON AVE.
CHICAGO, IL 60641



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 10, 2004, is made and executed between Krsto Kovacevic and Nedeljka Kovacevic, his wife, in joint tenancy (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 23, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on January 25, 2002 as Document Number 0020155285.

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

LOTS 34 TO 36 IN BLOCK 60 IN W.F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5649-55 N. Christiana Avenue, Chicago, IL 60659. The Real Property tax identification number is 13-02-431-001-0000, 13-02-431-002-0000, and 13-02-431-003-0000.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sum advanced to protect the security of Mortgage, exceed \$1,784,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means the Change in Terms Agreement ("Agreement") dated June 10, 2004 in the original principal amount of \$892,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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MODIFICATION OF MORTGAGE

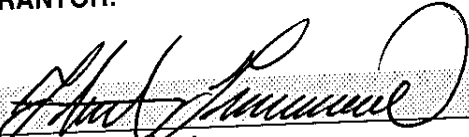
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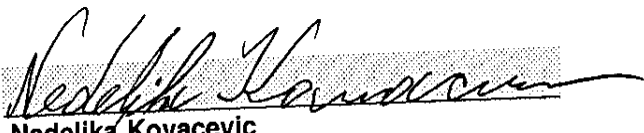
Loan No: 0112003222

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 JUNE 10, 2004.

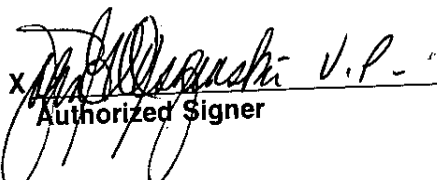
GRANTOR:

X 
 Krsto Kovacevic

X 
 Nedeljka Kovacevic

LENDER:

LABE BANK

X 
 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 0112003222

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

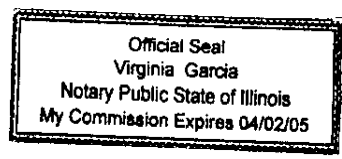
On this day before me, the undersigned Notary Public, personally appeared **Krsto Kovacevic and Nedeljka Kovacevic**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 10th day of June, 2004

By Virginia Garcia Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 04/02/05



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of June, 2004 before me, the undersigned Notary Public, personally appeared John Olszewski 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 Virginia Garcia Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 04/02/05

