

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660



Doc#: 0425304341  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/09/2004 03:27 PM Pg: 1 of 4

**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 R1101052

**This Modification of Mortgage prepared by:**

**BROADWAY BANK**  
5960 N. BROADWAY  
CHICAGO, IL 60660

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated August 31, 2004, is made and executed between **MIRZA A. BAIG** (SSN:361-68-5386), whose address is 3139 PREAKNESS DRIVE, AURORA, IL 60504 and **JAWAID A. SIDDIQI** (SSN:361-66-5589), 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 3, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED ON APRIL 9, 2001 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT NUMBER 0010282510, FURTHER MODIFIED ON JANUARY 31, 2003, RECORDED ON FEBRUARY 11, 2003 AS DOCUMENT #0030206806, FURTHER MODIFIED ON JULY 31, 2003, RECORDED SEPTEMBER 18, 2003 AS DOCUMENT #0326140047.**

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

LOTS 7,8,9 AND 10 IN BLOCK 1 IN SUBDIVISION OF BLOCKS 1 TO 31, BOTH INCLUSIVE, OF W.B. WALKER'S ADDITION TO CHICAGO, IN THE SOUTHWEST 1/4 OF SECTION 14, 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 4359 N. PULASKI RD., CHICAGO, IL 60641. The Real Property tax identification number is 13-14-300-001-0000, 13-14-300-002-0000, 13-14-300-003-0000

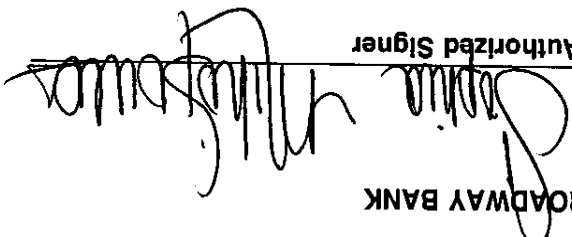
**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**INDEBTEDNESS (MAXIMUM LEAN AMOUNT:)** AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$200,000.00.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE MATURITY DATE HAS BEEN EXTENDED TO AUGUST 30, 2009. 2.) THE TERM OF THE LOAN HAS BEEN CHANGED FROM A ONE (1) YEAR INTEREST ONLY LOAN TO A FIVE (5) YEAR STRAIGHT LOAN. 3.) THE MONTHLY

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Authorized Signer

X   
BROADWAY BANK

LENDER:

X JAWAD A SIDDIQI (SSN:361-66-5589)

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

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 31, 2004.

**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.

PAYMENT HAS BEEN CHANGED FROM INTEREST MONTHLY PAYMENTS ONLY TO MONTHLY PRINCIPAL AND INTEREST PAYMENTS OF \$2,020.51. 4.) THE INTEREST RATE HAS BEEN CHANGED FROM A VARIABLE RATE OF PRIME PLUS 2.00 PERCENT WITH A FLOOR RATE OF 9.75% TO A VARIABLE RATE OF PRIME PLUS 1.00 PERCENT WITH A FLOOR RATE OF 7.75%. 5.) A PRE-PAYMENT PENALTY HAS BEEN ADDED OF SIX MONTHS; BORROWER AGREES THAT THERE WILL BE A PENALTY EQUAL TO ANY TIME DURING THE TERM OF THE LOAN, WHETHER SUCH PRINCIPAL REDUCTION IS VOLUNTARY OR IS MADE UPON LENDER DEMAND AFTER AN EVENT OF DEFAULT. 6.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME....

Property of Cook County

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 308065

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

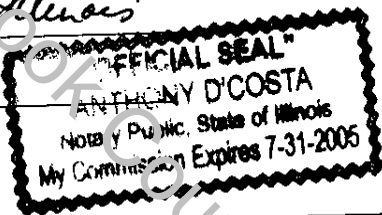
On this day before me, the undersigned Notary Public, personally appeared **MIRZA A. BAIG (SSN:361-68-5386)** and **JAWAID A. SIDDIQI (SSN:361-66-5589)**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as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

Given under my hand and official seal this 31<sup>st</sup> day of August, 2004

By Anthony D'Costa Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

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



### LENDER ACKNOWLEDGMENT

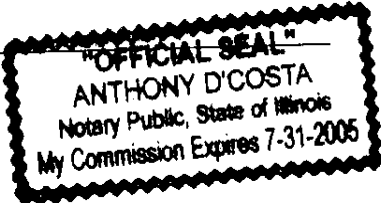
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF Cook )

On this 31st day of August 2004 before me, the undersigned Notary Public, personally appeared SOPHIA M. HADJIPOLOS and known to me to be the LENDER 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.

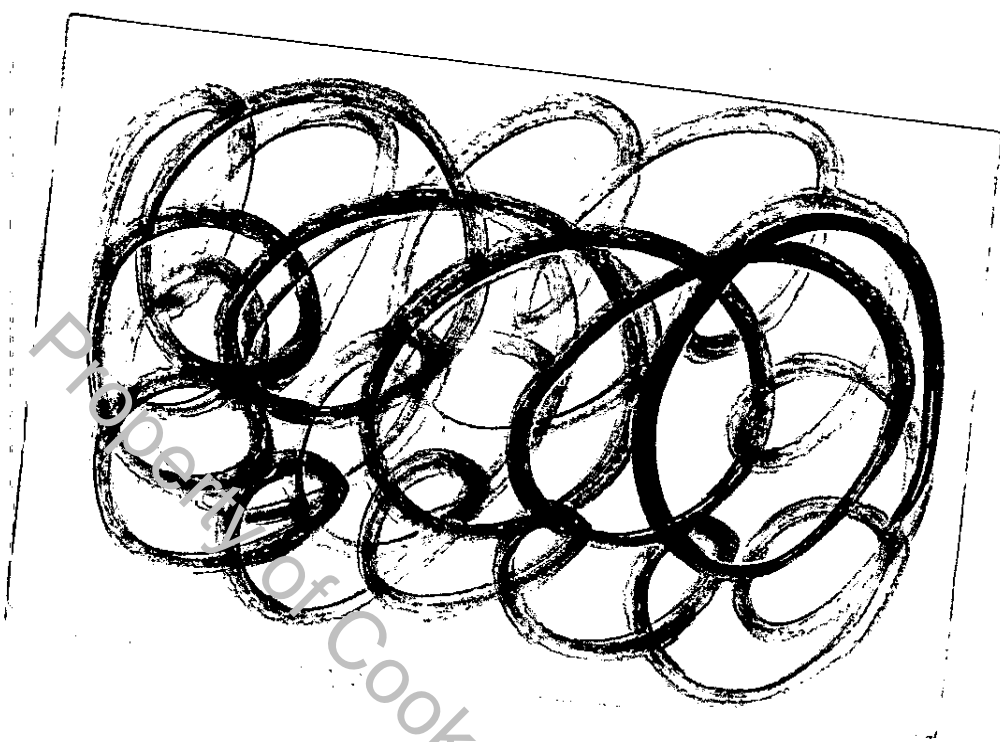
By Anthony D'Costa Residing at 5960 N. BROADWAY

Notary Public in and for the State of ILLINOIS

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



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Loan No: 308065

**MODIFICATION OF MORTGAGE  
(Continued)**