

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank,  
N.A., successor in interest to  
First Security Federal Savings  
Bank  
Commerical Banking- Western  
Avenue  
936 N. Western Avenue  
Chicago, IL 60622



Doc#: 0430112042  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/27/2004 11:53 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622

Ln# 1860010416

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Kerry Elmore #13170  
MB Financial Bank, N.A.  
1200 N. Ashland Ave.  
Chicago, IL 60622

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 1, 2004, is made and executed between L & P Development, L.L.C., whose address is 3813 N. Kedzie Ave., Chicago, IL 60618 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First Security Federal Savings Bank, whose address is 936 N. Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 9, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated September 9, 2003 and Recorded on October 30, 2003 as Document No. 0330335134 and 0330335135.

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

LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 1 IN HARDIN'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4950 S. King Dr., Chicago, IL 60615. The Real Property tax identification number is 20-10-117-020-0000

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

Extend maturity date to March 1, 2005.

**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

Handwritten initials/signature

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

(Continued)

Loan No: 186001746

Page 2

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.

**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligators for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

**CROSS DEFAULT.** Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2004.**

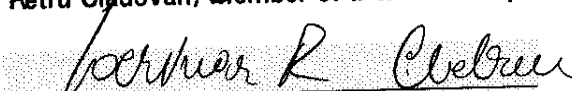
GRANTOR:

L &amp; P DEVELOPMENT, L.L.C.

By:

  
 Petru Cladovan, Member of L & P Development, L.L.C.

By:

  
 Lacrimioara Cladovan, Member of L & P Development, L.L.C.

LENDER:

**MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST  
SECURITY FEDERAL SAVINGS BANK**

X

  
 Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 186001746

Page 3

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

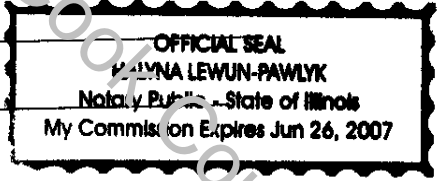
COUNTY OF Cook ) SS )

On this 1st day of September, 2004 before me, the undersigned Notary Public, personally appeared **Petru Cladovan, Member; Lacrimioara Cladovan, Member of L & P Development, L.L.C.**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 186001746

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

)  
) SS

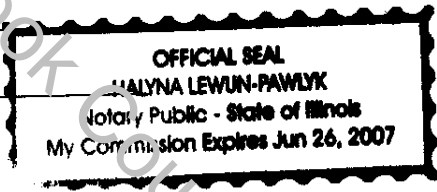
COUNTY OF Cook

On this 1st day of September 2004 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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



Cook County Clerk's Office