

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
ARLINGTON HEIGHTS
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143



Doc#: 0433533079
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/30/2004 10:18 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Midwest Bank
Marina Reznik
770 W. Dundee Rd.
Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: First Midwest Bank
Marina Reznik
770 W. Dundee Rd.
Arlington Heights, IL 60004

MODIFICATION OF MORTGAGE

7989653 J/CT#
THIS MODIFICATION OF MORTGAGE dated October 6, 2004, is made and executed between EUROPEAN DEVELOPMENT, CORP., whose address is 3238 WEST DIVISION, CHICAGO, IL 60651 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 1, 2002 as Document Number 0020365868 in Cook County.

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

LOT 105 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 35, 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 3544 WEST DICKENS, CHICAGO, IL 60647. The Real Property tax identification number is 13-35-221-029-0000

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "NOTE. The word "Note" means the promissory note or credit agreement dated March 27, 2002 in the principal amount of \$281,250.00 from Borrower to CoVest Banc, National Association n/k/a First Midwest Bank, and amended by Change in Terms Agreement dated October 6, 2004, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: The note contains a variable interest rate. Under no circumstances shall the interest rate on the mortgage be more than the maximum rate allowed by applicable law."

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

BOX 333-CTI

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4

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 OCTOBER 6, 2004.

GRANTOR:

EUROPEAN DEVELOPMENT, CORP.

By: *Marian Avram*
 MARIAN AVRAM, President of EUROPEAN DEVELOPMENT,
 CORP.

LENDER:

FIRST MIDWEST BANK

X *[Signature]*
 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4

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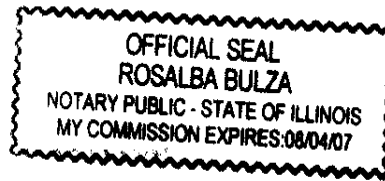
CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
 COUNTY OF Cook) SS
)

On this 21ST day of October, 2004 before me, the undersigned Notary Public, personally appeared **MARIAN AVRAM, President of EUROPEAN DEVELOPMENT, CORP.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Rosalba Bulza Residing at 2934 W. Lake St
 Notary Public in and for the State of Illinois

My commission expires 08/04/07



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this 22nd day of October, 2004, before me, the undersigned Notary Public, personally appeared Joseph mazen and known to me to be the Commercial banking officer, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____



County Clerk's Office