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RECORDATION REQUESTED BY:

Broadway Bank
5960 N Broadway
Chicago, IL 60660



Doc#: 0435750167
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/22/2004 12:19 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

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 19, 2004, is made and executed between NICK KOKKALIAS (SSN:326-52-4893), whose address is 909 PARK PLAIN AVENUE, PARK RIDGE, IL 60068 and PENNY KOKKALIAS (SSN:330-52-7161), HIS WIFE AS JOINT TENANTS, whose address is 909 PARK PLAIN AVENUE, PARK RIDGE, IL 60068 (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 July 15, 1996 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows:

RECORDING ON JULY 17, 1996 AS DOCUMENT NUMBER 96545641 IN THE OFFICE OF COOK COUNTY RECORDERS.

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

LOT 13 AND THAT PART OF LOTS 14 AND 15 TAKEN AS A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 14; THENCE SOUTH ON THE WEST LINE OF LOT 14, A DISTANCE OF 6.37 FEET TO THE NORTH FACE OF A 13 INCH BRICK WALL; THENCE EAST ALONG THE NORTH FACE OF AFORESAID BRICK WALL, A DISTANCE OF 79.53 FEET TO THE WEST FACE OF A 13 INCH BRICK WALL; THENCE NORTH ALONG THE WEST FACE OF AFORESAID BRICK WALL, A DISTANCE OF 6.32 FEET TO THE SOUTH FACE OF A 13 INCH BRICK WALL BEING ON THE NORTH LINE OF LOT 15; THENCE WEST ALONG THE NORTH LINE OF AFORESAID LOTS 14 AND 15 A DISTANCE OF 79.58 FEET TO THE POINT OF BEGINNING IN BLOCK 33 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 157 N. MORGAN ST., CHICAGO, IL 60618. The Real Property tax identification number is 17-08-431-015-0000

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 THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE

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SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$300,000.00.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS: 1.) THE MATURITY DATE HAS BEEN EXTENDED TO NOVEMBER 19, 2005. 2.) THE PAYMENT DUE DATE HAS BEEN CHANGED FROM THE 17TH OF EVERY MONTH TO THE 19TH OF EVERY MONTH. 3.) 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 NOVEMBER 19, 2004.

GRANTOR:

X *Nick Kokkalias*
NICK KOKKALIAS (SSN:326-52-4893)

X *Penny Kokkalias*
PENNY KOKKALIAS (SSN:330-52-7161)

LENDER:

BROADWAY BANK
X *Sonia M. [Signature]*
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF Cook)

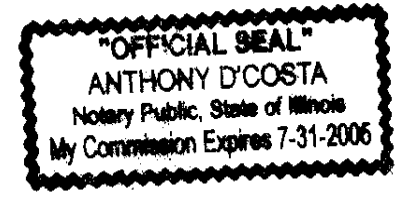
On this day before me, the undersigned Notary Public, personally appeared **NICK KOKKALIAS (SSN:326-52-4893)** and **PENNY KOKKALIAS (SSN:330-52-7161)**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of November, 2004

By *Anthony D'Costa* Residing at _____

Notary Public in and for the State of Ill

My commission expires _____



LENDER ACKNOWLEDGMENT

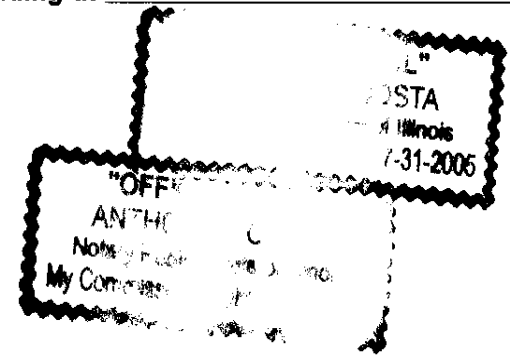
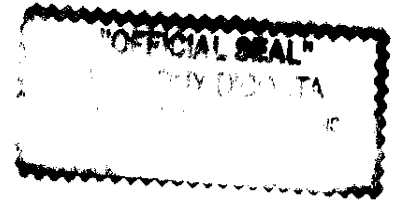
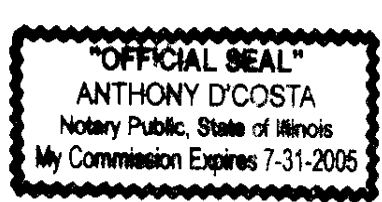
STATE OF ILL)
) SS
 COUNTY OF Cook)

On this 19th day of November, 2004 before me, the undersigned Notary Public, personally appeared *Sophia Mihopoulos* and known to me to be the UNOFFICIAL 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 _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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