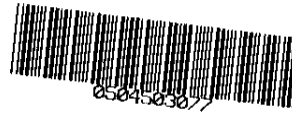


UNOFFICIAL COPY

This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603

This instrument is being
re-recorded to add the
lender's signature and
notary which were inadver-
tently omitted.

Doc#: 0425105188
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 09/07/2004 12:15 PM Pg: 1 of 4



Doc#: 0504503077
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/14/2005 12:11 PM Pg: 1 of 5

First American Title
Order # 902952

MODIFICATION OF JUNIOR MORTGAGE

This instrument is a Modification of a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Junior Mortgage") between The PrivateBank and Trust Company, an Illinois banking corporation ("Mortgagee"), and Ismet Feratovic ("Borrower") dated March 15, 2004, and recorded with the Recorder of Deeds of Cook County, Illinois on March 26, 2004 as Document No. 0408612130. The Mortgage was executed by Borrower.

RECITALS:

- A. WHEREAS, Borrower holds fee simple title to certain real estate legally described on Exhibit A hereto ("Real Estate");
- B. WHEREAS, on March 15, 2004, Borrower executed and delivered to Mortgagee a Promissory Note in the amount of \$279,000 ("Original Note No. 1") and a Promissory Note in the amount of \$297,000 ("Original Note No. 2"). Original Note No. 1 and Original Note No. 2 are secured by the Junior Mortgage;

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C. WHEREAS, on even date herewith, Borrower and Mortgagee are entering into a Construction Loan Agreement ("Loan Agreement") pursuant to which Mortgagee is extending the following facilities:

1. a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$723,000 ("Note No. 1"); and
2. a Promissory Note Evidencing a Non-Revolving Line of Credit in the amount of \$723,000 ("Note No. 2").

NOW, THEREFORE:

TO SECURE the payment and performance of Indebtedness Hereby Secured (as defined in the Junior Mortgage) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the Junior Mortgage is hereby modified and amended to also secure Note No. 1 and Note No. 2, copies of which are attached as Exhibit B and Exhibit C, and the obligations and duties of Borrower pursuant to the Loan Agreement in addition to the Indebtedness Hereby Secured as set forth in the Junior Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Junior Mortgage on Aug 11, 2004.

MORTGAGEE:

The PrivateBank and Trust Company, an
Illinois banking corporation

By: 

Its

ASSOCIATE MANAGING DIRECTOR

BORROWER:



Ismet Feratovic

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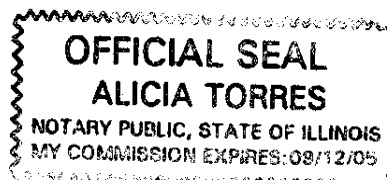
STATE OF ILLINOIS)
)
 COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that James Wagner, Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal August 11, 2004.

Alicia Torres
 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF C O O K) SS



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ismet Feratovic, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2004.

 Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF C O O K)

SS

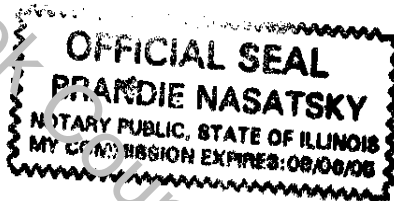
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ismet Feratovic, Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Aug 11, 2004.

Brandie Nasatsky
 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF C O O K)

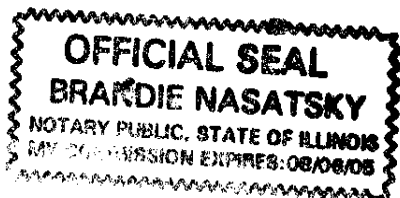
SS



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ismet Feratovic, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Aug 11, 2004.

Brandie Nasatsky
 Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 IN CASCIO'S RESUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 1 IN VENDLEY AND CO'S 2ND ADDITION TO HILLSIDE ACRES BEING A SUBDIVISION OF ALL THOSE PARTS SOUTH OF THE ILLINOIS CENTRAL RAILROAD OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WEST OF THE WEST LINE OF HILLSIDE AVENUE AND EAST OF A LINE RUNNING FROM A POINT 4.32 CHAINS WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SOUTH OF THE INDIAN BOUNDARY LINE TO A POINT IN THE CENTER LINE OF BUTTERFIELD ROAD 40 LINKS WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THEREFROM THE EAST 200 FEET OF THE SOUTH 287 FEET OF SAID NORTHEAST 1/4 LYING WEST OF THE WEST LINE OF HILLSIDE AVENUE) IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 102, 106, 110 and 114 HILLSIDE, HILLSIDE, ILLINOIS
P.I.N.: 15-18-225-014; 15-18-225-015; 15-18-225-016;
15-18-225-017