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Doc#: 0506218019
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 03/03/2005 09:28 AM Pg: 1 of 3

Space Above This Line For Recording Data

This instrument was prepared by BETTE LALLY, MUTUAL BANK, 16540 SOUTH HALSTED STREET, HARVEY, Illinois 60426

When recorded return to BETTE LALLY, MUTUAL BANK, 16540 SOUTH HALSTED STREET, HARVEY, Illinois 60426

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is January 1, 2005. The parties and their addresses are:

MORTGAGOR:

PETRO'S PANCAKE HOUSE, INC.

An Illinois Corporation
8149 S. Pulaski Road
Chicago, Illinois 60652

LENDER:

MUTUAL BANK

Organized and existing under the laws of Illinois
16540 SOUTH HALSTED STREET
HARVEY, Illinois 60426
TIN: 36-2490607

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 01/01/2005 and recorded on (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at and covered the following described Property:

Lots 22, 23, 24, 25, 26, 27 and 28 all in Wallace G. Clark & Company's 3rd addition to Clarkdale, a Subdivision of the southwest 1/4 of the northwest 1/4 of section 35 township 38 north, range 13 east of the third principal meridian, in Cook County, Illinois
PIN# 19-35-117-070

The property is located in Cook County at 8149 S. Pulaski Road, Chicago, Illinois 60652.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

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A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 1773500, dated January 1, 2005, from Mortgagor to Lender, with a loan amount of \$227,927.71, with an interest rate of 7.75 percent per year and maturing on March 1, 2005.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Petro's Pancake House, Inc.

By Peter Pappas
Peter Pappas, President

LENDER:

Mutual Bank

By John Benik
John Benik, Sr. Vice President

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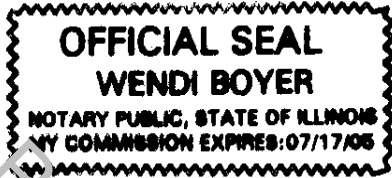
ACKNOWLEDGMENT.

(Business or Entity)

State Illinois County of DuPage OF DuPage ss.

This instrument was acknowledged before me this 24th day of February, 2005
by Peter Pappas - President of Petro's Pancake House, Inc. an Illinois corporation, on behalf of the corporation.

My commission expires: 7/17/05 Wendi Boyer
(Notary Public)



Property of County Clerk's Office

(Lender Acknowledgment)

State Illinois County of DuPage OF DuPage ss.

This instrument was acknowledged before me this 24th day of February, 2005
by John Benik -- Sr. Vice President of Mutual Bank, a corporation, on behalf of the corporation.

My commission expires: 7/17/05 Wendi Boyer
(Notary Public)

