

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



Doc#: 0510150048  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 04/11/2005 08:22 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

**SEND TAX NOTICES TO:**

Ali D. Ata  
12570 S. Derby  
Lemont, IL 60439

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Bernice Weathersby, Credit Administration Dept.  
**MARQUETTE BANK**  
10000 West 151st Street  
Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated March 31, 2005, is made and executed between Ali D. Ata, whose address is 12570 S. Derby, Lemont, IL 60439 (referred to below as "Grantor") and **MARQUETTE BANK**, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 30, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded March 30, 2004 as Document No. 0409033219 in the Office of Cook County Recorder of Deeds.**

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

LOTS 7 AND 8 IN BLOCK 4 IN AUBURN HIGHLANDS, BEING A SUBDIVISION OF LOTS 1, 2, 7 AND 8 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, 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 1351 W. 79th Street, Chicago, IL 60620. The Real Property tax identification number is 20-32-104-003-0000

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

**Adjust the rate to a fixed rate of 7.50% convert the loan to a term loan.**

**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,

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## MODIFICATION OF MORTGAGE (Continued)

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.

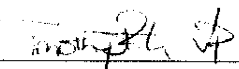
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 31, 2005.**

GRANTOR:

X  \_\_\_\_\_  
Ali D. Ata

LENDER:

MARQUETTE BANK

X  \_\_\_\_\_  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

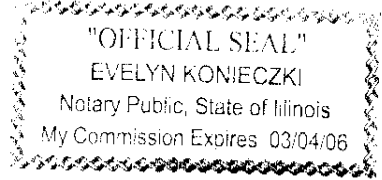
On this day before me, the undersigned Notary Public, personally appeared **Ali D. Ata**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31<sup>st</sup> day of March, 2005

By Evelyn Konieczki Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3/4/06



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 31<sup>st</sup> day of March, 2005 before me, the undersigned Notary Public, personally appeared Jim Gaylor and known to me to be the Vice President, 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 Evelyn Konieczki Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3/4/06

