

# UNOFFICIAL COPY



Doc#: 0521532087  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 08/03/2005 02:17 PM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**WHEN RECORDED MAIL TO:**

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**SEND TAX NOTICES TO:**

Devon Bank  
Chicago  
6445 N. Western Ave  
Chicago, IL 60645

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

C. Roman, Commercial Loan Dept.  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 7, 2005, is made and executed between Prashant Shah and Rita Shah, his wife, whose address is 1807 Basswood Lane, Mt. Prospect, IL 60056 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 7, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded June 15, 2004 as Document #'s 0416710014 and 0416710013.

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

LOT 23 AND 24 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S 8TH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 SOUTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3302-04 W. Peterson Ave., Chicago, IL 60659. The Real Property tax identification number is 13-02-218-039 & 040

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

This Maturity date of this Mortgage is hereby extended to May 7, 2006 and Block 9 is hereby changed to Block 2 on the legal description.

**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

S.S.P.  
S.S.M.  
S.S.

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

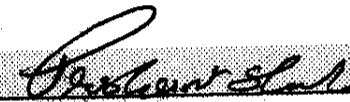
Loan No: 1999690100

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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 MAY 7, 2005.**


GRANTOR:

X   
Prashant Shah

X   
Rita Shah

LENDER:

DEVON BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1999690100

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

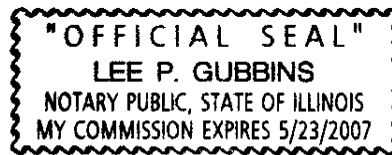
On this day before me, the undersigned Notary Public, personally appeared **Prashant Shah and Rita Shah**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of May, 2005.

By Lee P. Gubbins Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 05/23/07



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 7th day of May, 2005 before me, the undersigned Notary Public, personally appeared DALE BURTON 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 Daniel Leandy Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 8/19/2007



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Loan No: 1999690130

**MODIFICATION OF MORTGAGE**  
(Continued)