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Cook County Recorder of Deeds
Date: 08/01/2007 09:57 AM Pg: 1 of 3

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Broadway Bank 5960 N Broadway Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan #312035 Broadway Bank 5960 N Broadway Chicago, IL 60660

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 31, 2)07, is made and executed between LJUBOMIR SIMONOVIC and MIJONA SIMONOVIC A/K/A MIJON SIMONOVIC, married to each other, whose address is 6234 N. ST. LOUIS, CHICAGO, IL 60659 (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 June 12, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED ON JUNE 03, 2004 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 0415533226. FURTHER MODIFIED ON JUNE 19, 2006 AND RECORDED ON JUNE 21, 2006 AS DOCUMENT NO. 0617256117.

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

THE WEST 10.00 FEET OF LOT 26, ALL OF LOT 27 AND THE EAST 20.00 FEET OF LOT 28 IN BLOCK 2 IN ZERO PARK BEING ZERO PARK MARY'S SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 IN S.H. KERFOOTS RESUBDIVISION OF LOTS 1 TO 20 INCLUSIVE IN HENRY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1455-1457 W. SUMMERDALE, CHICAGO, IL 60640. The Real Property tax identification number is 14-08-117-013-0000.

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 SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$910,000.00.

THE MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:

3Pm

FLOOR RATE OF 9.75% TO A FIXED RATE OF 8.25%. 1.) THE INTEREST RATE HAS BEEN CHANGED FROM A VARIABLE RATE OF PRIME PLUS 1% WITH A

- NOTE OF 5 YEARS AMORTIZED OVER 25 YEARS. 2.) THE TERM OF THE NOTE HAS BEEN CHANGED FROM A REVOLVING LINE OF CREDIT TO A TERM
- EACH MONTH. 3.) THE MONTHLY DUE DATE HAS BEEN CHANGED FROM THE 19TH OF EACH MONTH TO THE 31ST OF
- MONTHLY FIXED PRINCIPAL AND INTEREST PAYMENT OF \$3,624.52. 4.) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM A MONTHLY INTEREST PAYMENT TO A
- 5.) THE MATURITY DATE HAS BEEN EXTENDED TO JULY 31, 2012.
- 6.) ALL OTHER FERMS AND CONDITIONS REMAIN THE SAME.

released by it. This waiver applies not only to any initial cytension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intertion of Lender to retain as liable all parties to the Mortgage and all parties, this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as Manged above nor obligate Lender to make any future modifications. Nothing in respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

Droporty Ox CC MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THE MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

JULY 31, 2007.

:ЯОТИАЯЭ

actions.

MIJONA/SIMONOVIC A/K/A MIJON SIMONOVIC

**TENDEB:** 

BROADWAY BANK

Authorized Signer

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## JNOFFICIAL CO MODIFICATION OF MORTGAGE

## (Continued)

Loan No: 312035 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF |LLINOIS ) SS On this day beforeme, the undersigned Notary Public, personally appeared LJUBOMIR SIMONOVIC and MIJONA SIMONOVIC A/K/A MIJON SIMONOVIC, 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 critical seal this 315 Residing at 111 inois Notary Public in and for the State of \_ OFFICIAL SEAL My commission expires JANE ZACHARIA MOTARY PUBLIC - STATE OF ILLINOIS ITY COMMISSION EXPIRES:05/10/10 LENDER ACKNOWLEDGMENT COUNTY OF Look ) SS On this (315+ \_ day of < , oo7 before me, the undersigned Notary Public, personally appeared Howard Martin \_ and known to me to be the \_ Loan 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 / Residing at \_\_\_\_Lunois Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_ OFFICIAL SEAL JANE ZACHARIA NOTARY PUBLIC - STATE OF ILLA