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RECORDATION REQUESTED BY:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706



Doc#: 0726049058 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/17/2007 02:56 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
Haso Meseljevic; Samel
Meseljevic ; and 1633
FARWELL AVE. LLC, an Illinois
limited liability company
8621 Niles Center Road
Skokie, IL 60077

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Samuel L. Pappas, Vice President--Attorney
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 20, 2007, is made and executed between Haso Meseljevic, whose address is 8621 Niles Center Road, Skokie, IL 60077; Samel Meseljevic, whose address is 6501 North Springfield, Lincolnwood, IL 60712 and 1633 FARWELL AVE. LLC, an Illinois limited liability company, whose address is 6501 N. Springfield, Lincolnwood, Illinois 60712 (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 8, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

FIRST MORTGAGE DATED MAY 8, 2006 RECORDED AS DOCUMENT #0613139065 ON MAY 11, 2006,
AND ASSIGNMENT OF RENTS DATED MAY 8, 2006 RECORDED AS DOCUMENT #0613139066 ON
MAY 11, 2006.

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

LOT 26 (EXCEPT THE WEST 40.00 FEET THEREOF) AND ALL OF LOTS 27 AND 28 IN BLOCK 43 IN ROGERS PARK, IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1633-43 West Farwell Avenue, Chicago, IL 60626.
The Real Property tax identification number is 11-31-226-008-0000.

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

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Loan No: 107513-10

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED AUGUST 20, 2007 IN THE PRINCIPAL FACE AMOUNT OF \$5,213,505.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM HASO MESELJEVIC, SAMEL MESELJEVIC AND ALBIN MESELJEVIC TO LENDER DATED MARCH 27, 2007 IN THE PRINCIPAL FACE AMOUNT OF \$5,379,770.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY MODIFIED TO \$10,427,010.00.

ALL GRANTORS EXECUTING THIS MODIFICATION ASSUME AND AGREE TO BE JOINTLY AND SEVERALLY LIABLE AND BOUND BY ALL OF THE TERMS AND PROVISIONS CONTAINED IN THE MORTGAGE AS 'GRANTOR', AS IF ALL GRANTORS WERE AN ORIGINAL 'GRANTOR' THEREUNDER.

ALL REFERENCES IN THE CONSTRUCTION LOAN AGREEMENT AND IN ALL OTHER RELATED DOCUMENTS TO 'BORROWER', ARE HEREBY AMENDED TO INCLUDE '1633 FARWELL AVE. LLC' IN ADDITION TO THE STATED BORROWERS THEREIN.

ALL REFERENCES IN THE MORTGAGE AND ALL OTHER RELATED DOCUMENTS TO 'HASO MESELJEVIC AND SAMEL MESELJEVIC' AS 'GRANTOR', ARE HEREBY AMENDED TO INCLUDE '1633 FARWELL AVE. LLC', IN ADDITION TO THE STATED GRANTORS THEREIN.

GRANTORS FURTHER AGREE TO EXECUTE AND DELIVER TO LENDER ANY AND ALL INSTRUMENTS AND COLLATERAL DOCUMENTS, AS WELL AS ANY OTHER DOCUMENTS OR AGREEMENTS REASONABLY DETERMINED BY LENDER TO BE APPROPRIATE TO CONVEY AND PERFECT SECURITY INTERESTS AS INTENDED BY THE MORTGAGE AND THIS MODIFICATION.

ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

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, makers and endorser 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 AUGUST 20, 2007.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 107513-10

GRANTOR:

X *Haso Mesejvic*
Haso Mesejvic, Individually

X *Samel Mesejvic*
Samel Mesejvic, Individually

1633 FARWELL AVE. LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: *Haso Mesejvic*
Haso Mesejvic, Operating Manager of 1633 FARWELL AVE.
LLC, an Illinois limited liability company

LENDER:

PARKWAY BANK & TRUST CO.

X *Santha Pundla*
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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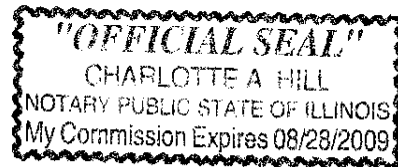
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Haso Meseljevic and Samel Meseljevic**, 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 10th day of September, 2007
 By Charlotte A Hill Residing at 4800 N. Harlem

Notary Public in and for the State of IL
 My commission expires 8/28/2009



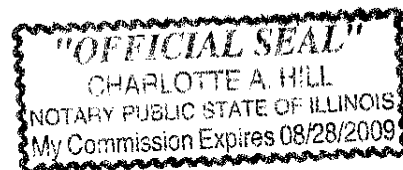
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 10th day of September, 2007 before me, the undersigned Notary Public, personally appeared **Haso Meseljevic, Operating Manager of 1633 FARWELL AVE. LLC**, an Illinois limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Charlotte A Hill Residing at 4800 N. Harlem

Notary Public in and for the State of IL
 My commission expires 8/28/2009



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

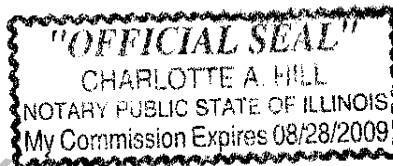
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 10th day of September 2007 before me, the undersigned Notary Public, personally appeared Sandra Punda and known to me to be the VP, 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 Charlotte A. Hill Residing at 48xx N. Harlem

Notary Public in and for the State of IL

My commission expires 8/28/2009



Cook County Clerk's Office