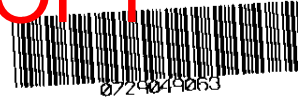


UNOFFICIAL COPY



Doc#: 0729049063 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/17/2007 10:08 AM Pg: 1 of 5

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

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

SEND TAX NOTICES TO:
Haso Meseljevic; Same
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 October 15, 2007, is made and executed between Haso Meseljevic, whose address is 8621 Niles Center Road , Skokie, IL 60077, Sameel 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.

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MODIFICATION OF MORTGAGE

Loan No: 108988-10

(Continued)

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 OCTOBER 15, 2007 IN THE PRINCIPAL FACE AMOUNT OF \$3,806,860.00 (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 BORROWER TO LENDER DATED AUGUST 20, 2007 IN THE PRINCIPAL FACE AMOUNT OF \$5,213,505.00. 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. 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 endorsers to the Note, including accommodation parties, unless a party is expressly released by the 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 his 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 OCTOBER 15, 2007.

GRANTOR:

[Signature]

Haso Meseljevic, Individually

[Signature]

Samel Meseljevic, Individually

1633 FARWELL AVE. LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

[Signature]

Haso Meseljevic, Operating Manager of 1633 FARWELL AVE. LLC, an Illinois limited liability company

Property of Cook County, Illinois

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 108988-10

LENDER:

PARKWAY BANK & TRUST CO.

X Andre Punda
Authorized Signer

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.

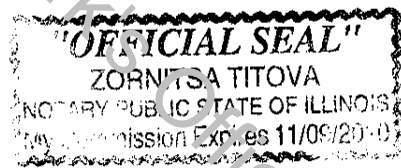
Given under my hand and official seal this 16th day of October, 20 07

By Zornitsa Titova

Residing at 4800 W. Harlem

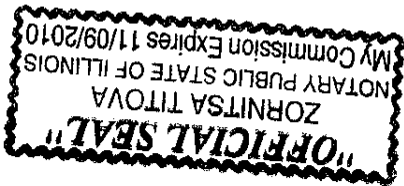
Notary Public in and for the State of IL

My commission expires 11-09-2010



UNOFFICIAL COPY

Property of Cook County Clerk



My commission expires 11-09-2010

Notary Public in and for the State of IL

Residing at 1800 N. Harlem

By Zornitsa Titova

On this 16th day of October, 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.

COUNTY OF Cook

STATE OF IL

)
) SS
)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 108988-10

Page 5

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 16th day of October, 2007 before me, the undersigned Notary Public, personally appeared Sandra Penda and known to me to be the AVP, 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 Lornita Titova Residing at 4500 N. Harlem

Notary Public in and for the State of IL

My commission expires 11-09-2007

Cook County Clerk's Office