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Doc#: 0813747022 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/16/2008 09:27 AM Pg: 1 of 5

4378347/

FIRST AMENDMENT TO ILLINOIS MORTGAGE AND SECURITY AGREEMENT

This First Amendment to Illinois Mortgage and Security Agreement, made as of March 1, 2008, by and between George Skweres ("Mortgagor") and Inland Condo Investor Loan Corp., an Illinois corporation (the "Mortgagee") having it's principal offices at 2901 Butterfield Road, Oak Brook, IL 60523.

RECITALS

- A. On February 16, 2007, Mortgager executed and delivered an Illinois Mortgage and Security Agreement (the "Mortgage") to Mortgagee which Mortgage was recorded with the Recorder of Deeds, Cook County, IL as Document Number 0707957105 encumbering the property legally described on attached Exhibit "A". Unless the context requires otherwise, all terms used herein which are defined in the Mortgage shall have the same meanings as given to them in the Mortgage.
- B. The Mortgage secures an Installment Note ("Note") in the original principal amount ONE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED DOLLARS AND NO/100 DOLLARS (\$128,300.00) ("Loan") in lawful money United States to be paid with interest thereon in installments in accordance with the terms and provisions of the Note.
- C. The Note matured on August 1, 2007, ("Maturity Date") and Borrower requested and Lender agreed to extend the Maturity Date of the Note from such Maturity Date to March 1, 2008 ("Original Extended Maturity Date") provided that all remaining terms and provisions of the Loan Documents remain unchanged and in full force and effect;
- D. The Maturity Date was extended to the Original Extended Maturity Date;
- E. The Note has now matured on March 1, 2008 and Borrower has again requested that Lender extend the Original Extended Maturity Date to March 1, 2009 ("Extended Maturity Date") and

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change the Note Rate, as defined in the Installment Note, from a floating per annum rate to a seven and one eighth percent (7.125%) fixed rate of interest ("Fixed Interest Rate Change");

- F. Lender has agreed to the Extended Maturity Date and the Fixed Interest Rate Change provided that the Borrower (i) pays to Lender the sum of TWO HUNDRED THIRTEEN DOLLARS AND 55/100 DOLLARS (\$213.55) as a renewal fee ("Renewal Fee") and (ii) executes an Allonge to the Installment Note ("Allonge") and a First Amendment to Illinois Mortgage and Security Agreement ("Amendment"). The Allonge, the Amendment and the Agreement, and all of the documents now or hereinafter evidencing and/or securing the Loan are referred to herein as the "Loan Documents".
- G. The Mortgagee and Mortgagor now desire to modify the Loan to provide for the foregoing agreement.

NOW THEREFORE, the Mortgage is hereby amended as follows:

- 1. All references therein to the Note shall be deemed to refer to the Note as modified by the Allonge To Promissory Note to reflect (i) the change of the Note Rate from a floating per annum rate to a seven and one eight percent (7.125%) fixed rate of interest; (ii) the modification of the Default Rate to only provide for a rate of interest equal to fifteen percent (15%) per annum and (iv) the Extended Maturity Date.
- 2. Except as expressly set forth, all the terns and conditions of the Mortgage shall remain unchanged and in full force and affect.

IN WITNESS WHEREOF, Maker has caused this First Amendment to the Illinois Mortgage and Security Agreement to be executed as of the day of date first written above.

George Skweres

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STATE OF ILLINOIS)
COUNTY OF Cook)ss
COUNTY OF COSE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that George Skweres, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand notarial seal this 30th day of April, 2008.

My commission expires: 5/21/08

MY COMMISSION EXPIRES 5-21-2008

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ORDER NO.: 1301

- 004378327

ESCROW NO.: 1301 . 004378327

STREET ADDRESS: 2290 BREEZEWOOD TERRACE, UNIT 04

CITY: HANOVER PARK

ZIP CODE: 60103

COUNTY: COOK

TAX NUMBER: 06-36-313-836-0000

036

STREET ADDRESS: 12230 BREEZEWOOD TERRACE CITY: HANOVER PARK

ZIP CODE: 60103

COUNTY: COOK

TAX NUMBER: 06-36-313-027-0000

STREET ADDRESS: 2330 BRENZEWOOD TERRACE CITY: HANOVER PARK

ZIP CODE: 60103

COUNTY: COOK

TAX NUMBER: 06-36-313-028-0000

STREET ADDRESS: 2230 BREEKEWOOD TERRACE

CITY: HANOVER PAPA

ZIP CODE: 60103

COUNTY: COOK

TAX NUMBER: 06-36-313-029-0000

(SEE ATTACHED)

LEGAL DESCRIPTION:

UNIT 2290-04 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PEBBLEWOOD COURT CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 43 19927 IN PART OF SECTIONS 35 AND 36, DPIN 0702701027 TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PFJNCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AT THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.