

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Premier Bank
Premier Bank - Wilmette
1210 Central Avenue
Wilmette, IL 60091



Doc#: 0910549082 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/15/2009 02:26 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Premier Bank
Premier Bank - Wilmette
1210 Central Avenue
Wilmette, IL 60091

SEND TAX NOTICES TO:

Premier Bank
Premier Bank - Wilmette
1210 Central Avenue
Wilmette, IL 60091

FOR RECORDER'S USE ONLY

TICOR

4007255 (2all)

This Modification of Mortgage prepared by:

Lender, Commercial Loan Department
Premier Bank
1210 Central Avenue
Wilmette, IL 60091

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 9, 2009, is made and executed between Nusrat H. Choudhri, whose address is 4848 West Morse Avenue, Chicago, IL 60712 (referred to below as "Grantor") and Premier Bank, whose address is 1210 Central Avenue, Wilmette, IL 60091 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 14, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 26, 2008 in the Cook County Recorder of Deeds Office as Document No. 0833155047.

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

LOT 20 (EXCEPT THE EAST 15 FEET THEREOF) AND ALL OF LOTS 21 AND 22 IN BLOCK 2 IN CICERO AVENUE TERRACE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4848 W. Morse Avenue, Lincolnwood, IL 60712. The Real Property tax identification number is 10-33-223-017-0000 / 10-33-223-042-0000 .

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

Increase the Maxium Lien amount to \$4,928,000.00.

In addition to the Promissory Note dated August 14, 2008 in the amount of \$1,764,000.00 INO Midwestern Cash and Carry, LLC, this loan will be Crossed Collateralized with a Promissory Noted dated April 9, 2009 n the amount of \$700,000.00 INO Midwestern Cash and Carry, LLC .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 51860101

(Continued)


Page 2

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 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.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures: All obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 9, 2009.

GRANTOR:

x 

 Nusrat H. Choudhri (a/k/a Nusrat H. Chaudhri)

LENDER:

PREMIER BANK

x 

 Authorized Signer

Document of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 51860101

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

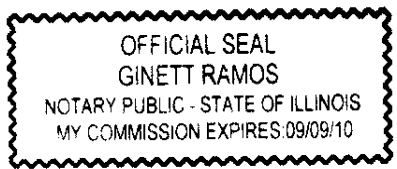
On this day before me, the undersigned Notary Public, personally appeared **Nusrat H. Choudhri (a/k/a Nusrat H. Choudhri)**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of April, 2009.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 9-9-10



LENDER ACKNOWLEDGMENT

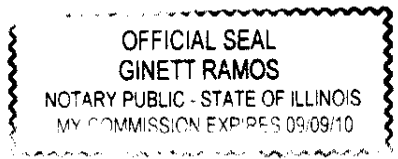
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 9th day of April, 2009 before me, the undersigned Notary Public, personally appeared Sam Muhammed and known to me to be the Senior VP, authorized agent for **Premier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Premier Bank**, duly authorized by **Premier Bank** 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 in fact executed this said instrument on behalf of **Premier Bank**.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 9-9-10



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 51860101

Page 4

LASER PRO Lending, Ver: 5.44.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. ID: C:\CFM\PL\G201.FC TR-1555 PR.2

Property of Cook County Clerk's Office