

# UNOFFICIAL COPY

Prepared by:

Panayiotis Evangelou  
6211 W. Touhy Ave.  
Chicago, IL 60646



Doc#: 0911040063 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/20/2009 12:39 PM Pg: 1 of 5

Mail to:

Panayiotis Evangelou  
6211 W. Touhy Ave.  
Chicago, IL 60646

## MODIFICATION AGREEMENT

A00197878 J/CTI

**THIS MODIFICATION** made as of this 31<sup>st</sup> day of March, 2009, by and between Vlassios Bonatsos and Anastasios Kaliniatis (collectively, "Borrowers") and Panayiotis Evangelou ("Lender").

### WITNESSETH:

**WHEREAS**, Borrowers have executed and delivered to Lender that certain Promissory Note dated as of May 16, 2008 in the original principal sum of \$65,576.25 (the "Note"), which is secured by a Mortgage dated May 16, 2008 and recorded with the Cook County Recorder of Deeds on May 27, 2008, as document number 0814844011, (the "Mortgage"), upon the real property legally described therein (the "Mortgaged Premises"); and

**WHEREAS**, under the terms of the aforesaid Note and Mortgage, the indebtedness matures on May 15, 2009; and

**WHEREAS**, Lender has made additional advances to Borrowers, from time to time after the date of the Note, in the total amount of \$50,000.00, which total amount is hereby acknowledged by the Borrowers and evidenced by a new promissory note dated March 30, 2009.

**WHEREAS**, Borrowers are desirous of modifying the terms of the aforesaid Note and Mortgage to increase the principal amount of the Note and Mortgage by the total amount of the aforesaid additional advances, that is, by \$50,000.00, to \$115,576.25; and

**BOX 333-CT**

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**WHEREAS**, Borrowers represent to Lender that there is no junior mortgage or other subsequent lien outstanding against the Mortgaged Premises and that the lien of the Mortgage as herein modified, is a valid, subsisting first lien against the Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree to the following:

1. The parties represent and agree that the foregoing recitals are true and correct.
2. The principal amount of the Note and Mortgage is increased to \$115,576.25.
3. All other terms and conditions of the Note and Mortgage shall remain in full force and effect.

In consideration of the modification of the terms of the Note and Mortgage as hereinabove set forth, Borrowers do hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and is secured by the Mortgage as herein modified and to perform the covenants contained in the aforementioned documents, and Borrowers and Mortgagors represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid and subsisting first lien on the Mortgaged Premises.

Nothing herein shall in any manner whatsoever impair the Note, the Mortgage or the lien created thereby, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and Mortgage shall remain in full force and effect and shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

Borrowers acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations as so modified.

This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

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This Modification Agreement may be executed in counter-parts, each of which shall be deemed an original, and all of which together shall be one agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed as of the date first above written.

**BORROWERS:**

Vlassios Bonatsos  
Vlassios Bonatsos

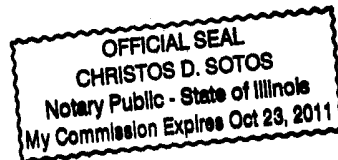
Anastasios Koliniatis  
Anastasios Koliniatis

State of Illinois     )  
                                  ) SS.  
County of Cook     )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Vlassios Bonatsos and Anastasios Koliniatis, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the use and purposes set forth.

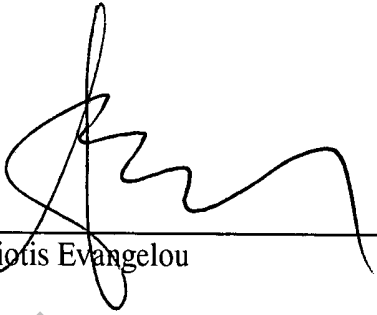
Dated: March 31, 2009

Christos D. Sotos  
Notary Public



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LENDER:

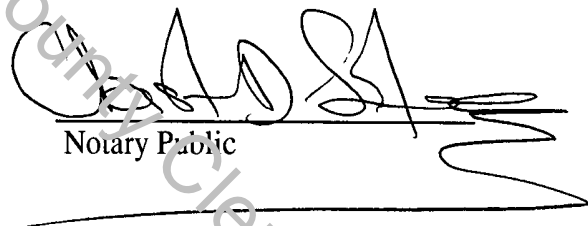


\_\_\_\_\_  
Panayiotis Evangelou

State of Illinois     )  
                                  ) SS.  
County of Cook     )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Panayiotis Evangelou, 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 use and purposes set forth.

Dated: March 31, 2009

  
\_\_\_\_\_  
Notary Public

OFFICIAL SEAL  
CHRISTOS D. SOTO  
Notary Public - State of Illinois  
My Commission Expires Oct 23, 2011

Property of Cook County Clerk's Office

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THE WEST 27.21 FEET OF LOT 65 IN THE SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 13-29-222-037-000

Address(es) of Real Estate: 5724 West Diversey Avenue, Chicago, Illinois 60639.

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