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RECORDATION REQUESTED BY:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

Doc#: 0921856019 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/06/2009 02:31 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

SEND TAX NOTICES TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

LOAN #310735
BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2009, is made and executed between MIRZA A. BAIG and JAWAID A. SIDDIQI, TENANTS IN COMMON, whose address is 3129 PREAKNESS DR., AURORA, IL 60504 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2003 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows:

RECORDED ON APRIL 30, 2003 IN THE OFFICE OF COOK COUNTY RECORDERS OFFICE AS DOCUMENT #0312044069. MODIFICATION OF MORTGAGE DATED JUNE 15, 2004 AND RECORDED ON JUNE 21, 2004 AS DOCUMENT NUMBER 0417340338.

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

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH OF THE INDIAN BOUNDARY LINE, (EXCEPT THE NORTH 80 FEET OF THE WEST 183 FEET AND EXCEPT THE EAST 150 FEET THEREOF, AND EXCEPT THE NORTH 120 FEET OF THE SOUTH 153 FEET OF THE WEST 183 FEET AND EXCEPT THAT PORTION TAKEN FOR HIGHWAY PURPOSES BY DEED FILED AS DOC. NO. 2384615), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 15969 S. PULASKI/CRAWFORD, MARKHAM, IL 60607.
The Real Property tax identification number is 28-14-309-019-0000 & 28-14-309-026-0000.

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

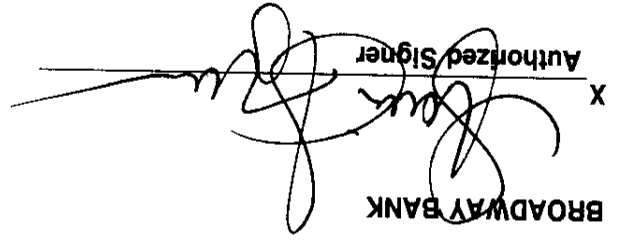
INDEBTEDNESS: (MAXIMUM LIEN AMOUNT:) AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$1,000,800.00

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:

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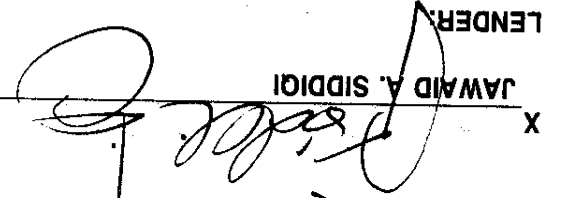
BROADWAY BANK

 X **Authorized Signer**

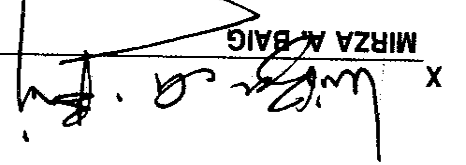


LENDER:

 X **JAWAID A. SIDDIQI**



 X **MIRZA K. BAIG**



GRANTOR:

JULY 29, 2009.

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

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 charged 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.

- 1.) THE MATURITY DATE HAS BEEN EXTENDED TO AUGUST 01, 2014.
- 2.) THE INTEREST RATE HAS BEEN CHANGED FROM A VARIABLE RATE OF PRIME PLUS 1% WITH A FLOOR RATE OF 8.75%.
- 3.) THE TERM OF THE LOAN HAS BEEN CHANGED FROM A FIVE (5) YEARS WITH AN AMORTIZATION OF THIRTY (30) YEARS TO A FIVE (5) YEARS WITH AN AMORTIZATION OF TWENTY-FIVE (25) YEARS.
- 4.) THE MONTHLY PAYMENT HAS BEEN CHANGED FROM A MONTHLY PRINCIPAL AND INTEREST OF \$3,536.33 TO A MONTHLY PRINCIPAL AND INTEREST OF \$4,164.00.
- 5.) THE PAYMENT DUE DATE HAS BEEN CHANGED FROM THE 15TH OF EACH MONTH TO THE 1ST OF EACH MONTH.
- 6.) THE PRE-PAYMENT PENALTY HAS BEEN REMOVED.
- 7.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.....

MODIFICATION OF MORTGAGE (Continued)

Loan No: 310735

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 310735

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS
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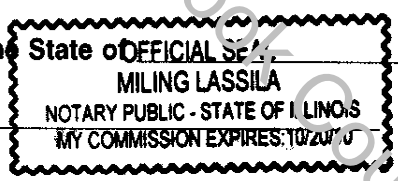
On this day before me, the undersigned Notary Public, personally appeared **MIRZA A. BAIG** and **JAWAID A. SIDDIQI**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29TH day of July, 20 09

By *Miling Lassila* Residing at ILLINOIS

Notary Public in and for the State of

My commission expires

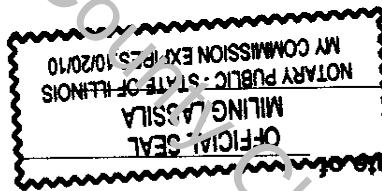


County Clerk's Office

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My commission expires _____

Notary Public in and for the State of _____

By _____
Residing at _____ Illinois

On this _____ day of _____, 2009, _____ and known to me to be the _____ Vice President authorized agent for Broadway Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Broadway Bank, duly authorized by Broadway 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 Broadway Bank.

On this 29th day of July, 2009, _____ and known to me to be the _____ Vice President Public, personally appeared _____

STATE OF Illinois)
COUNTY OF Cook)
)
)
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LENDER ACKNOWLEDGMENT