

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
MIDWEST BANK AND TRUST  
COMPANY  
Des Plaines  
1545 Ellinwood Avenue  
Des Plaines, IL 60016



Doc#: 1006826010 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2010 08:37 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
MIDWEST BANK AND TRUST  
COMPANY  
ATTENTION: FUNDING  
DEPARTMENT  
501 WEST NORTH AVENUE  
MELROSE PARK, IL  
60160-1603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
IRIZARRY/MASTERTON  
MIDWEST BANK AND TRUST COMPANY  
1545 Ellinwood Avenue  
Des Plaines, IL 60016

10067-0094

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2010, is made and executed between Pak Associates, Inc., whose address is 16836 Oak Park Ave., Tinley Park, IL 60477-2752 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 1545 Ellinwood Avenue, Des Plaines, IL 60016 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 18, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded September 12, 2003 as Document No. 0325532098 in the office of Cook County Recorder of Deeds.

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

PARCEL 1: THE SOUTH 25 FEET OF LOT 3 IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES; AND, PARCEL 2: LOT 4 IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT #377150), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 16836 Oak Park Ave., Tinley Park, IL 60477. The Real Property tax identification number is 28-30-107-027.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated January 5, 2010 in the original principal amount of \$385,804.74 to Lender bearing

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(Continued)**

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a Fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes; and (2) to include the following language:

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage 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 presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

All other terms and conditions not specifically amended herein; remain unchanged and in full effect.

**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 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 5, 2010.**

GRANTOR:

PAK ASSOCIATES, INC.

By:   
Aqeel Yusuf, President of Pak Associates, Inc.

By:   
Mohammad F. Siddiqui, Secretary of Pak Associates, Inc.

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## MODIFICATION OF MORTGAGE

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LENDER:

MIDWEST BANK AND TRUST COMPANY

x Brian V Masterton  
Authorized Signer

### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25th day of FEBRUARY, 2010 before me, the undersigned Notary Public, personally appeared Aqeel Yusuf, President of Pak Associates, Inc. and Mohammad F. Siddiqui, Secretary of Pak Associates, Inc., and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Brian V Masterton Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS  
My commission expires 6/7/12



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 25<sup>TH</sup> day of FEBRUARY, 2010 before me, the undersigned Notary Public, personally appeared BRIAN MASTERSON and known to me to be the SR VICE PRES., authorized agent for **MIDWEST BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST BANK AND TRUST COMPANY**, duly authorized by **MIDWEST BANK AND TRUST COMPANY** 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 **MIDWEST BANK AND TRUST COMPANY**.

By Patricia M. Burke Residing at Als Plaines, IL

Notary Public in and for the State of ILLINOIS

My commission expires 2/27/12

