### **UNOFFICIAL COPY**

#### **RECORDATION REQUESTED BY:**

Broadway Bank 5960 N Broadway Chicago, IL 60660

#### WHEN RECORDED MAIL TO:

Broadway Bank 5960 N Broadway Chicago, IL 60660

**SEND TAX NOTICES TO:** 

Broadway Bank 5960 N Broadway Chicago, IL 60650



Doc#: 1008931086 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 03/30/2010 12:35 PM Pg: 1 of 4

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This Modification of Mortgage prepared by: BROADWAY BANK

5960 N. BROADWAY CHICAGO, IL 60660

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 24, 2010, is made and executed between G.Q. REALTY, LLC , whose address is 9945 S. WESTERN, CHICAGO, IL 60455 (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 cateri December 1, 2004 (the "Mortgage") which has been recorded in COOK COUNTY County, State of Illinois, as follows:

RECORDED ON DECEMBER 7, 2004 AS DOCUMENT NUMBER 2424245002 IN THE OFFICE OF COOK COUNTY RECORDERS, MODIFICATION OF MORTGAGE DATED DECEMBER 29, 2009 AND RECORDED ON JANUARY 4, 2010 AS DOCUMENT NUMBER 1000456004.).

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

LOTS 25, 26, 27, 28, 29 AND 30 (EXCEPT THAT PART OF SAID LOTS AS MAY HAVE BEEN TAKEN OR USED FOR WESTERN AVENUE) IN BLOCK 2 IN PREBLES RIDGE VIEW SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9945 S. WESTERN, CHICAGO, IL 60455. The Real Property tax identification number is 25-07-300-063-0000.

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 THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$2,640,000.00.

THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:

- 1.) THE MATURITY DATE HAS BEEN EXTENDED TO MARCH 24, 2015.
- 2.) THE INTEREST RATE HAS CHANGED FROM A VARIABLE RATE OF PRIME + 1.00% WITH A MINIMUM OF 7.75% TO A VARIABLE RATE OF PRIME + 1.00% WITH A MINIMUM OF 7.00%.

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 312610

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- 3.) THE MONTHLY PAYMENT HAS CHANGED FROM \$9,607.40 MONTHLY PRINCIPAL AND INTEREST TO \$8,979,28 MONTHLY PRINCIPAL AND INTEREST.
- 4.) THE MONTHLY PAYMENT DATE HAS CHANGED FROM THE 1ST OF EVERY MONTH TO THE 24TH OF EVERY MONTH.
- 5.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME . ...

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 McAgage 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 of 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 County Clark's Office MARCH 24, 2010.

**GRANTOR:** 

G.Q. REALTY, LLC

GHULAM QADIR, MEMBER/MANAGER of G.Q. REALTY, LLC

LENDER:

**BROADWAY BANK** 

**Authorized Signer** 

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NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/10/10

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# MODIFICATION OF MORTGAGE

Loan No: 312610 (Continued) Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF | LLINOIS ) SS COUNTY OF LOOK ) March \_ day of , 2010 before me, the undersigned Notary Public, personally appeared GHULAM QADIR, MEMBER/MANAGER of G.Q. REALTY, LLC , and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Residing at \_\_\_\_ OFFICIAL SEAL My commission expires JANE ZACHARIA

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT	
STATE OF ILLINOIS	)
<b>A</b>	) <b>SS</b>
COUNTY OF <u>Cook</u>	)
On this 344h day of Harch Public, personally appeared Vinit Shah	, 2010. before me, the undersigned Notary
Public, personally appeared <u>Thut Them</u>	executed the within and foregoing instrument and
acknowledged said instrument to be the free and voluntary	y act and deed of Broadway Bank, duly authorized by
Broadway Bank through its board of directors or otherwise	e, for the uses and purposes therein mentioned, and on
oath stated that he or she is author zed to execute this said	instrument and in fact executed this said instrument on
behalf of Broadway Bank.	
By mezachar	Residing at
Notary Public in and for the State of ILLingis	
	OFFICIAL OFFI
My commission expires 05/10/10	OFFICIAL SEAL JANE ZACHARIA NOTARY PUBLIC - STATE OF ILLINOIS
	MY COMMISSION EXPIRES:05/10/10
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