UNOFFICIAL COPY

RECORDATION REQUESTED BY: FIRSTMERIT BANK, N.A. COMMERCIAL BANKING #58300 501 WEST NORTH AVENUE MELROSE PARK, IL 60160

Doc#: 1105411040 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 02/23/2011 10:22 AM Pg: 1 of 5

WHEN RECORDED MAIL TO: FIRSTMERIT BANK, N.A. COMMERCIAL BANKING #58300 501 WEST NORTH AVENUE MELROSE PARK, IL 60160

SEND TAX NOTICES TO:
FIRSTMERIT BANK, M.A.
COMMERCIAL BANKING
#58300
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by FirstMerit Bank, N.A. FIRSTMERIT BANK, N.A. 501 WEST NORTH AVENUE MELROSE PARK, IL 60160

BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 17, 2510, is made and executed between L. INVESTMENT, INC., AN ILLINOIS CORPORATION, whose address is 8000 NORTH LAWNDALE AVENUE, SKOKIE, IL 60076 (referred to below as "Grantor") and FIRSTMERIT BANK, N.A., whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lander").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 18, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded November 15, 2005 as document number 0531955030 with the Cook County Recorder.

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 3945-3949 OAKTON STREET LOT 27, SKOKIE, IL 60076. The Real Property tax identification number is #10-26-100-046-0000 AND #10-26-100-005-0000.

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

1. The section entitled "NOTE" is hereby deleted and replaced as follows:

THE PROMISSORY NOTE DATED JULY 14, 2005, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$178,640.00 FROM BORROWER TO LENDER, AND THE PROMISSORY NOTE DATED OCTOBER 18, 2005, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$240,000.00 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF,

5

1105411040 Page: 2 of 5

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued)

Page 2

CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE NOTE(S) OR CREDIT AGREEMENT.

2. The section entitled "CROSS COLLATERALIZATION" is hereby added to said Mortgage as follows:

Cross Collateralization. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower 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 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.

Additional Definitions. The term "Indebtedness" shall also be deemed to include any and all existing and future indebtedness and other obligations of MLS INVESTMENTS, INC. to Lender and all renewals, extensions, substitutions, replacements and refinancing thereof, and any and all existing or additional loans or advances (direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising) made by Lender in favor MLS INVESTMENTS, INC.

3. The section entitled "ADDITIONAL DEFINITIONS" is hereby added to said Mortgage as follows:

Additional Definitions. The word 'Note' also includes all other promissory notes or other instruments, documents or agreements evidencing the indebtedness

All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly mounted 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 oblighte 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 promises and provisions of this Modification or otherwise will not be released by it. This waiver applies not prize 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 DATE: NOVEMBER 17, 2010.

GRANTOR:

L. INVESTMENT, INC

HAFIZ YAQOOB, President of L. INVESTMENT, INC.

1105411040 Page: 3 of 5

MODIFICATION OF MORTGAGE (Continued)

Page 3

LENDER:		
FIRSTMERIT BANK, N.A.		
X Authorized Signer		
CORPORATE ACKNOWLE	DGMENT	
STATE OF <u>Illenois</u>)) ss	
COUNTY OF Metterny	70/0 Later and the sundaminand Notani	
On this		
By Wall My Resid	ding at Anturess	
My commission expires	"OFFICIAL SEAL" DALILA C. FOQUE Notary Public, State of Illinois My Commission expires May 1, 2011	

1105411040 Page: 4 of 5

UNDEFICIAL COntinued)

Page 4

LENDER ACKNOV	VLEDGMENT
STATE OF Allenois)
STATE OF THE STATE) SS
COUNTY OF Mottensy)
\boldsymbol{o}	
On this 17th day of November	, 2010 before me, the undersigned Notary
Bublic - amound is as poored of Asses! Chath Annower	ntary act and deed of FIRSTMERIT BANK, N.A., duly of directors or otherwise, for the uses and purposes uthorized to execute this said instrument and in fact
By Dalie C Roys	Residing at Shounes
Notary Public in and for the State of	
My commission expires	"OFFICIAL SEAL" DALILA C. ROQUE Notary Public, State of Illinois My Commission expires May 1, 2011
LASER PRO Lending, Ver. 5.53.10.003 Copr. Harland Reserved IL N:\CFI\LPL\G2	Financial Solutions, Inc. 1997, 2010. All Rights 01.FC 7F-37328 PR-136
	TSOM

1105411040 Page: 5 of 5

UNOFFICIAL COPY

LOT 27 (EXCEPT THE NORTH 7 FEET THEREOF TAKEN FOR THE WIDENING OF OAKTON STREET) IN BLOCK 1 IN GEORGE F. NIXON AND COMPANY OAKTON-CRAWFORD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1924 AS DOCUMENT 8511525.

Property of County Clerk's Office