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This instrument was prepared by and, after recording, return to:

Robert N. Sodikoff Aronberg Goldgehn Davis & Garmisa 330 North Wabash - Suite 1700 Chicago, Illinois 60611

Location: Property commonly known as 15969 South Pulaski Avenue Markham, Illinois 60\*28

P.I.N.: 28-14-307-019-0000

28-14-309-126-3000



Doc#: 1204526437 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/14/2012 02:29 PM Pg: 1 of 4

Space above this line for Recorder's use only

#### AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS AMENDMENT (this 'Amendment') is made effective as of the 15<sup>th</sup> day of December, 2011 (the "Effective Date") ov and between Mirza A. Baig, whose address is 3139 Preakness Drive, Aurora, Illinois 60504 and Jawaid A. Siddiqi, whose address is 3129 Preakness Drive, Aurora, Illinois 60504 (in tividually and collectively "Grantor"), and MB Financial Bank, N.A., a national banking association, as successor-in-interest to Broadway Bank (the "Lender" or "Mortgagee") with offices a 6711 North River Road, Rosemont, Illinois 60018.

#### RECITALS:

- A. Grantor granted to Lender (i) that certain Mortgage dated April 29, 2003, and recorded in the Office of the Recorder of Deeds of Cook County (the "Recorder"), Illinois on April 30, 2003 as <u>Document No. 0312044069</u>, as amended or modified from time to time, including Modification of Mortgage dated July 29, 2009 and recorded with the Recorder on August 6, 2009 as <u>Document No. 0921856019</u> (the "Mortgage"), which Mortgage encumbers certain real property commonly known as 15969 South Pulaski Avenue, Markiam, Illinois 60428 (the "Property"), and legally described in <u>Exhibit A</u> attached hereto and made a part hereof and (ii) that certain Assignment of Rents dated April 29, 2003 with respect to the Property and recorded with the Recorder on April 30, 2003 as <u>Document No. 0312044070</u> (the "Assignment").
- B. Grantor and Mortgagee wish to modify and amend the Mortgage and the Assignment as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

# 1180202v3

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- The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.
- As of the Effective Date hereof, the Mortgage and Assignment are hereby amended to evidence that (i) the interest rate applicable to the Note has been changed to five percent (5%) per annum and payments are based on a 23 year amortization schedule; and (ii) the Maturity Date of the Note is March 15, 2014, unless extended. All other terms of the Mortgage and Assignment, as previously amended, shall remain the same.
- This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Except as expressly amended hereby, the terms of the Mortgage and Assignment shall comain in full force and effect.
- Grantor acknowledges that there are no other understandings, agreements or representations, either crat or written, express or implied, that are not embodied in the Loan Documents and this Amendment.
- be effectiate or dates of the execution is as of this (imendment is the [Signature page follows.] This Amendment (nal) be effective as of the date first above written upon execution by the parties hereto. The da'e or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this amendment is the above date.

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IN WITNESS WHEREOF, Grantor has caused this Amendment to Mortgage and Assignment of Rents to be executed as of the day and year first above written.

**GRANTOR:** 

Mirza A/B

Jawaid A. Siddigi

STATE OF ILLINOIS

ŚSS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mirza A. Baig and Jawaid A. Siddiqi, as Grantor aforesaid, personally known to me to be the same persons whose names are 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 or the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27-day of \_\_\_\_\_

\_, 2011.

974's Office

(SEAL)

OFFICIAL SEAL

AL HAROON B HUSAIN

MY COMMISSION EXPIRES:07/07/13

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 36 NORTH, RANGE 13 NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 80.00 FEET OF THE WEST 183 FEET AND EXCEPT THE EAST 150 FEET THEREOF AND EXCEPT THAT PORTION THEREOF TAKEN FOR HIGHWAY FURPOSES BY DEED FILED AS LR2384614), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

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Op. 28-14

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