## **UNOFFICIAL COPY**

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 15855 South Pulaski Markham, Illinois 00128

P.I.N.: 28-14-300-025-0000



Doc#: 1204526438 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") by and between Mirza A. Baig, whose address is 3139 Preakness Drive, Aurora, Illinois 60504, and MB Financial Bank, N.A., a national banking association, as successor-in-interest to Broadway Bank (the "Lender" or "Mortgagee") with offices at 6111 North River Road, Rosemont, Illinois 60018.

### RECITALS

- A. Grantor granted to Lender (i) that certain Mortgage dated July 7, 2003, and recorded in the Office of the Recorder of Deeds of Cook County (the "Recorder"), Illinois on October 20, 2003 as <u>Document No. 0329114172</u>, as amended or riodified from time to time, including Modification of Mortgage dated July 1, 2009 and recorded with the Recorder on July 20, 2009 as <u>Document No. 0920108028</u> (the "Mortgage"), which Mortgage encumbers certain real property commonly known as 15855 South Pulaski, Markham, Jimois 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 July 7, 2003 with respect to the Property and recorded with the Recorder on October 20, 2003 as <u>Document No. 0329114173</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:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.

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- 2. As of the Effective Date hereof, the Mortgage and Assignment are hereby amended to evidence that the Note (i) is in the principal sum of \$735,906.49; (ii) 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 (iii) 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.
- 3. 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 remain in full force and effect.
- 4. Creator acknowledges that there are no other understandings, agreements or representations, euror oral or written, express or implied, that are not embodied in the Loan Documents and this Amendment.
- 5. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date 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.

[Signature page follows.]

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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:	، اد
	lu (za	a. fy
	Mirza A. Baig	/
SS.		

STATE OF YULINOIS )
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, as Grantor aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ne signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of \_\_\_\_\_\_, 2011

NOTARY

(SEAL)

OFFICIAL SEAL
AL-HAROON B HUSAIN
NOTARY PUBLIC - STATE OF H 'MOIS
MY COMMISSION EXPIRES:07 07/13

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

THE NORTH 80 FEET OF THE WEST 183 FEET (EXCEPT THAT PART FALLING IN CRAWFORD AVENUE) AND (EXCEPT THAT PART TAKEN IN CASE 67L5715 MORE PARTICULARLY DESCRIBED AS FOLLOWS; THE WEST 50 FEET OF THE NORTH 80 FEET OF THE WEST 183 FEET) OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 56 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

15855 SOUTH PULASKI

Ox 28-1County Clarks Office

PIN: