

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

1st Equity Bank Northwest  
1330 West Dundee Road  
Buffalo Grove, IL 60089



Doc#: 1318608126 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/05/2013 01:10 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

1st Equity Bank Northwest  
1330 West Dundee Road  
Buffalo Grove, IL 60089

**SEND TAX NOTICES TO:**

A & K INVESTMENT GROUP,  
INC.; ELDAR AZIZOV; and  
IGOR KHOTIMSKIY  
777 WHITE BIRCH LANE  
LAKE ZURICH, IL 60047

**FOR RECORDER'S USE ONLY**

*H29323237*  
This Modification of Mortgage prepared by:  
MAREK DOLINSKI, LOAN PROCESSOR  
1st Equity Bank Northwest  
1330 West Dundee Road  
Buffalo Grove, IL 60089

**STIGHE**

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2013 is made and executed between A & K INVESTMENT GROUP, INC., ELDAR AZIZOV and IGOR KHOTIMSKIY (referred to below as "Grantor") and 1st Equity Bank Northwest, whose address is 1330 West Dundee Road, Buffalo Grove, IL 60089 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 4, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED MARCH 20, 2008 AS DOCUMENT NUMBER 0808046153, EUGENE "GENE" MOORE, COOK COUNTY RECORDER OF DEEDS.**

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

LOT 6 IN OAKTON TRUST SUBDIVISION OF THE SOUTH 1/9 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 AND THE SOUTH 16 FEET OF THE EAST 90 FEET OF THE NORTH 1/2 OF THE SOUTH 2/9 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1625 OAKTON STREET, EVANSTON, IL 60202. The Real Property tax identification number is 10-24-428-017-0000.

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

**THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY UNTIL FEBRUARY 04, 2014; PURSUANT TO A CHANGE IN TERMS AGREEMENT DATED FEBRUARY 04, 2013. .**

**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

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## MODIFICATION OF MORTGAGE (Continued)

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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 endorser 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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 4, 2013.**

GRANTOR:

A & K INVESTMENT GROUP, INC.

By: Eldar Azizov  
ELDAR AZIZOV, President of A & K INVESTMENT GROUP, INC.

By: Igor Khotimskiy  
IGOR KHOTIMSKIY, Vice President of A & K INVESTMENT GROUP, INC.

X Eldar Azizov  
ELDAR AZIZOV, Individually

X Igor Khotimskiy  
IGOR KHOTIMSKIY, Individually

LENDER:

1ST EQUITY BANK NORTHWEST

X [Signature]  
Authorized Signer

PROPERTY OF COOK COUNTY Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1802127

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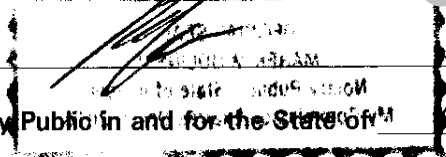
### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

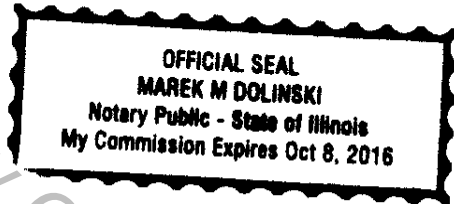
COUNTY OF COOK )

On this 22 day of March, 2013 before me, the undersigned Notary Public, personally appeared **ELDAR AZIZOV, President of A & K INVESTMENT GROUP, INC. and IGOR KHOTIMSKIY, Vice President of A & K INVESTMENT GROUP, 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  \_\_\_\_\_  
Notary Public in and for the State of ILLINOIS

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1802127

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

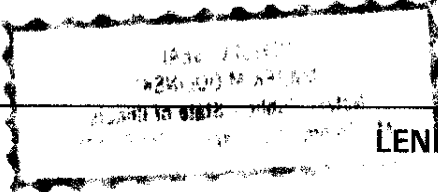
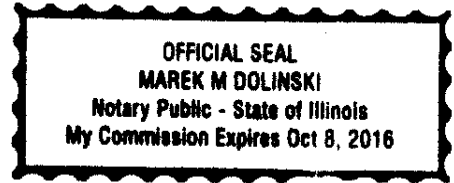
On this day before me, the undersigned Notary Public, personally appeared **ELDAR AZIZOV and IGOR KHOTIMSKIY**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of March, 20 13.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **1st Equity Bank Northwest** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank Northwest**, duly authorized by **1st Equity Bank Northwest** 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 **1st Equity Bank Northwest**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_