

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076



Doc#: 1505050149 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/19/2015 01:49 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**SEND TAX NOTICES TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

PETER LAMBESIS, LOAN DEPT.

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 15, 2014, is made and executed between **ERMIN MAHIC** and **FAJKA MAHIC**, whose address is 7061 N. KEDZIE #616, CHICAGO, IL 60645 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 15, 2012 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED 11/28/2012 AS DOCUMENT NUMBER 1233333023, 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:

**PARCEL 1:**

UNIT 6-16 AS SHOWN AND IDENTIFIED ON THE SURVEY OF THAT PART OF A TRACT OF LAND CONSISTING OF BLOCKS 4 AND 5, TOGETHER WITH ALL THAT PART OF VACATED NORTH ALBANY AVENUE LYING NORTH OF THE SOUTH LINE OF BLOCK 5 EXTENDED WEST, SAID EXTENSION ALSO BEING THE SOUTH LINE OF VACATED WEST LUNT AVENUE AND LYING SOUTH OF THE NORTH LINE OF SAID BLOCK 5 EXTENDED WEST, SAID EXTENSION ALSO BEING THE NORTH LINE OF VACATED WEST ESTES AVENUE; TOGETHER WITH ALL OF VACATED WEST LUNT AVENUE LYING EAST OF THE EAST LINE OF NORTH KEDZIE AND TOGETHER WITH ALL OF VACATED WEST ESTES AVENUE LYING EAST OF THE EAST LINE OF SAID NORTH KEDZIE AVENUE, ALL IN COLLEGE GREEN SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT 505.51 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID TRACT 681.49 FEET, TO THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 505.49 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH ALONG THE

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EAST LINE OF SAID TRACT 681.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP BY WINSTON GARDENS, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 20520335, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE ABOVE DESCRIBED PREMISES, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH BY A DECLARATION OF EASEMENT DATED JUNE 3, 1968 AND RECORDED JUNE 14, 1968 AS DOCUMENT 20520336 AND CREATED BY DEED FROM WINSTON DEVELOPMENT CORPORATION TO MARTIN F. BRICKNER AND LEILA BRICKNER DATED DECEMBER 9, 1967 AND RECORDED AUGUST 7, 1968 AS DOCUMENT 20577234, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING STRIP OF LAND:

THE NORTH 30 FEET, AS MEASURED AT 90 DEGREES TO THE NORTH LINE THEREOF OF A TRACT OF LAND CONSISTING OF BLOCKS 4 AND 5 TOGETHER WITH ALL THAT PART OF VACATED NORTH ALBANY AVENUE LYING NORTH OF THE SOUTH LINE OF BLOCK 5 EXTENDED WEST, SAID EXTENSION ALSO BEING THE SOUTH LINE OF VACATED LUNT AVENUE AND LYING SOUTH OF THE NORTH LINE OF SAID BLOCK 5 EXTENDED WEST, SAID EXTENSION ALSO BEING THE NORTH LINE OF VACATED WEST ESTES AVENUE TOGETHER WITH ALL OF VACATED WEST LUNT AVENUE LYING EAST OF THE EAST LINE OF NORTH KEDZIE AVENUE AND TOGETHER WITH ALL OF VACATED WEST ESTES AVENUE LYING EAST OF THE EAST LINE OF KEDZIE AVENUE, ALL IN COLLEGE GREEN SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT 505.51 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID TRACT 681.49 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 505.49 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT 681.82 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7061 N. KEDZIE #616, CHICAGO, IL 60645. The Real Property tax identification number is 10-36-100-018-1090.

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

**THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO 10/15/2024 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED 10/15/2014.**

**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 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.

**PRIMARY PURPOSE OF LOAN.** THIS LOAN IS FOR COMMERCIAL BUSINESS PURPOSES AND NOT FOR

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PERSONAL, FAMILY, HOUSEHOLD PURPOSE OR PERSONAL INVESTMENT.

**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 OCTOBER 15, 2014.**

GRANTOR:

x Ermin Mahic  
ERMIN MAHIC

x Fajka Mahic  
FAJKA MAHIC

LENDER:

1ST EQUITY BANK

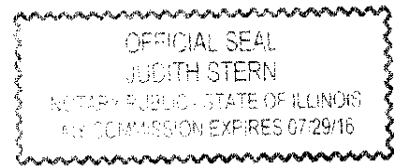
x [Signature]  
Authorized Signer

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**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLINOIS)  
) SS  
)COUNTY OF COOK

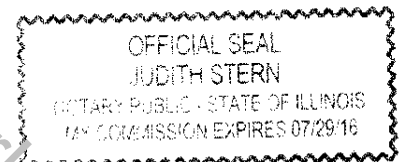
On this day before me, the undersigned Notary Public, personally appeared **ERMIN MAHIC and FAJKA MAHIC**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the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

Given under my hand and official seal this 15th day of October, 20 14.

By Judith Stern Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 7-29-2016

**LENDER ACKNOWLEDGMENT**STATE OF ILLINOIS)  
) SS  
)COUNTY OF COOK

On this 15th day of October, 2014 before me, the undersigned Notary Public, personally appeared LOUIS STROM and known to me to be the President, authorized agent for **1st Equity Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank**, duly authorized by **1st Equity Bank** 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**.

By Judith Stern Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 7-29-2016

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