

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MAREK DOLINSKY, LOAN DEPARTMENT
1st Equity Bank Northwest
1330 West Dundee Road
Buffalo Grove, IL 60089

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2015, is made and executed between A & K INVESTMENT GROUP, INC.; ELDAR AZIZOV; and IGOR KHONTIMSKIY, whose address is 777 WHITE BIRCH LANE, LAKE ZURICH, IL 60047 (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 8, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 03/20/2008, EUGENE "GENE" MOORE, COOK COUNTY RECORDER, AS DOCUMENT NUMBER 0808046153.

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 MATURITY OF THE CROSS-COLLATERALIZED LOAN 1801848 TO MARCH 21, 2016 PURSUANT TO A CHANGE IN TERMS AGREEMENT DATED MARCH 21, 2015.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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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 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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

PURPOSE OF LOAN. THIS NOTE AND LOAN PROCEEDS WILL BE USED FOR BUSINESS PURPOSES AND NOT PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

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 MARCH 21, 2015.

GRANTOR:

A & K INVESTMENT GROUP, INC.

By: Eldar Azizov

ELDAR AZIZOV, President of A & K INVESTMENT GROUP, INC.

By: Igor Khomtinskiy

IGOR KHOMTIMSKIY, Vice President of A & K INVESTMENT GROUP, INC.

x Eldar Azizov

ELDAR AZIZOV, Individually

x Igor Khomtinskiy

IGOR KHOMTIMSKIY, Individually

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LENDER:

1ST EQUITY BANK NORTHWEST

X _____
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 21 day of March, 2015 before me, the undersigned Notary Public, personally appeared **ELDAR AZIZOV, President of A & K INVESTMENT GROUP, INC. and IGOR KHOMTIMSKIY, 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 _____ Residing at 1250 W. Dundee Rd

Notary Public in and for the State of ILLINOIS

My commission expires _____



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

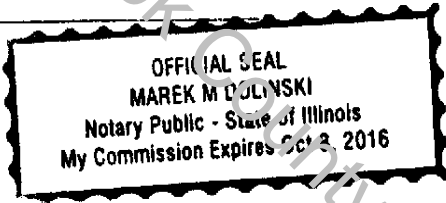
On this day before me, the undersigned Notary Public, personally appeared **ELDAR AZIZOV** and **IGOR KHOMTIMSKIY**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 21 day of March, 2015.

By *[Signature]* Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____



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