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2002-11-12 14:07:55

Cook County Recorder 30.50



0021245466

WHEN RECORDED MAIL TO:

MidAmerica Bank, fsb
1823 Centre Point Circle
P.O. Box 3225
Naperville, IL 60566-7225

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Carmen Rosario, Loan Administration Specialist
MidAmerica Bank, fsb
1823 Centre Point Circle
Naperville, IL 60566-7225

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2002, is made and executed between Victory Gardens Theater, whose address is 2257 North Lincoln Avenue, Chicago, IL 60614; an Illinois not-for-profit corporation (referred to below as "Grantor") and MidAmerica Bank, fsb, whose address is 1823 Centre Point Circle, P.O. Box 3225, Naperville, IL 60566-7225 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 6, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 17, 2002, as document number 0020566749.

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

LOT 5 IN DUNNING'S SUBDIVISION OF BLOCK 20 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2427-29 North Lincoln Avenue, Chicago, IL 60614. The Real Property tax identification number is 14-29-424-014 & 14-29-424-015

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

1. The maturity date is hereby extended to November 1, 2003.

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 endorsers to the Note, including accommodation parties, unless a party is expressly released by

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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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2002.

GRANTOR:

VICTORY GARDENS THEATER

By: Marcelle McVay
Marcelle McVay, Managing Director of Victory Gardens Theater

LENDER:

X [Signature]
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 200000140

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 1st day of November, 2002 before me, the undersigned Notary Public, personally appeared **Marcelle McVay, Managing Director of Victory Gardens Theater**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 11/18/02



LENDER ACKNOWLEDGMENT

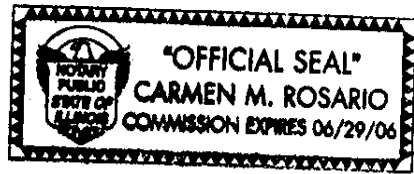
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 1st day of November, 2002 before me, the undersigned Notary Public, personally appeared MARK D. BROWN and known to me to be the VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 6/29/06



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Loan No: 200000140

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