

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160



Doc#: 0830433158 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/30/2008 02:29 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
IRIZARRY/CONTI
MIDWEST BANK AND TRUST COMPANY
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

8304-0039
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 9, 2003, is made and executed between 6409 South Rhodes Corporation, an Illinois Corporation, whose address is 4944 South Michigan Avenue, Unit 2, Chicago, IL 60615 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded June 27, 2006 as Document No. 0617841013 respectively in the office of Cook County Recorder of Deeds.

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

LOT 45 IN BLOCK 1 IN E. S. DRYER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6409 S. Rhodes Avenue, Chicago, IL 60637. The Real Property tax identification number is 20-22-211-003.

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

The modification of mortgage reflects that the following paragraph is hereby inserted to the mortgage referenced in the Promissory Note dated September 9, 2008 in the principal amount of \$471,067.45 and is made a part thereof:

Waiver of Right of Redemption. NOT WITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER

4

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 8017018

(Continued)

Page 2

735 ILCS 5/15-160 (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.

All other terms and provisions not specifically amended herein, remain unchanged and in full effect.

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 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 SEPTEMBER 9, 2008.

GRANTOR:

6409 SOUTH RHODES CORPORATION

By: 

Anthony R. Miller, President of 6409 South Rhodes Corporation

By: 

Oscar Biondolillo, Vice President of 6409 South Rhodes Corporation

LENDER:

MIDWEST BANK AND TRUST COMPANY

X 

Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 8017018

Page 3

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 24th day of OCTOBER, 2008 before me, the undersigned Notary Public, personally appeared **Anthony R. Miller, President of 6409 South Rhodes Corporation and Oscar Biondolillo, Vice President of 6409 South Rhodes Corporation**, 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 Brian V Masterton Residing at c/o 501 W. North Ave
MELROSE PARK, IL 60160

Notary Public in and for the State of ILLINOIS

My commission expires 6/7/12



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 8017018

Page 4

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 24~~th~~ day of OCTOBER, 2008 before me, the undersigned Notary Public, personally appeared STEPHEN CONT and known to me to be the VICE PRES, authorized agent for **MIDWEST BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST BANK AND TRUST COMPANY**, duly authorized by **MIDWEST BANK AND TRUST COMPANY** 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 **MIDWEST BANK AND TRUST COMPANY**.

By Brian V Masterton Residing at 1/0 501 W. NORTH
MELROSE PARK, IL 60160

Notary Public in and for the State of ILLINOIS

My commission expires 6/7/12



Cook County Clerk's Office