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RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521



Doc#: 0903740123 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2009 02:46 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Midwest Bank and Trust Company
500 West Chestnut
Hinsdale, IL 60521

91037-0034

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2009 is made and executed between Spirit of America (Brookfield), Inc., whose address is 9312 47ST, Brookfield, IL 60513 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 500 West Chestnut, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 31, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 09/24/1999 as Document No. 99905491 and re-recorded 01/31/00 as document No. 00576730 in the Recorder's Office of Cook County, Illinois.

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

LOTS 43 AND 44 IN ARTHUR T. MCINTOSH'S CONGRESS PARK FARMS, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9312 W. 47th St, Brookfield, IL 60513. The Real Property tax identification number is 18-03-326-011, 18-03-326-012, and 18-03-326-013.

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

This Modification of Mortgage reflects that (1). the Mortgage now secures a Promissory Note dated 01/10/09 in the original principal amount of \$977,843.07 executed by Marilyn Sobieski and Spirit of America, Inc. together with all renewal, extensions, modifications, or replacements thereof. (2). The addition of the following:

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as

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well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

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 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 JANUARY 10, 2009.

GRANTOR:

SPIRIT OF AMERICA (BROOKFIELD), INC.

By: Marilyn Sobieski

Marilyn Sobieski, President of Spirit of America (Brookfield),
Inc.

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MODIFICATION OF MORTGAGE

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LENDER:

MIDWEST BANK AND TRUST COMPANY

x Maura A Thomas
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

) SS

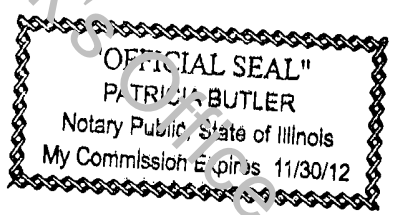
COUNTY OF DeWitt)

On this 10th day of January, 2009 before me, the undersigned Notary Public, personally appeared Marilyn Sobieski, President of Spirit of America (Brookfield), Inc., 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 Patricia Butler Residing at Channahon

Notary Public in and for the State of Illinois

My commission expires 11/30/12



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

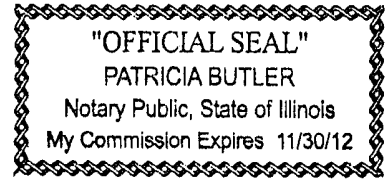
COUNTY OF DuPage) SS)

On this 10th day of January, 2009 before me, the undersigned Notary Public, personally appeared MAURA A. Thompson and known to me to be the SVP, 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 Patricia Butler Residing at Wendale

Notary Public in and for the State of Illinois

My commission expires 11/30/12



County Clerk's Office