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RECORDATION REQUESTED BY:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

Doc#: 0911056040 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/20/2009 09:41 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

SEND TAX NOTICES TO:

Broadway Bank
5960 N Broadway
Chicago, IL 60660

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2009, is made and executed between MIDWEST TRUST SERVICES, INC., not personally but as Trustee on behalf of MIDWEST TRUST SERVICES, INC., SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED DECEMBER 20, 1977 AND KNOWN AS TRUST NUMBER 77-12-2339, whose address is 1606 N. HARLEM AVE., ELMWOOD PARK, IL 60635-4302 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED JULY 21, 1999 AND RECORDED ON JULY 27, 1999 AS DOCUMENT NUMBER 99714288 & 99714289, MODIFICATION OF MORTGAGE DATED DECEMBER 27, 2003 AND RECORDED ON JANUARY 13, 2004 AS DOCUMENT NUMBER 040340190, MODIFICATION OF MORTGAGE DATED JANUARY 23, 2006 AND RECORDED ON JANUARY 30, 2006 AS DOCUMENT NUMBER 0603056106, MODIFICATION OF MORTGAGE DATED FEBRUARY 28, 2007 AND RECORDED ON MARCH 29, 2007 AS DOCUMENT NUMBER 0708846112, MODIFICATION OF MORTGAGE DATED NOVEMBER 2, 2007 AND RECORDED ON NOVEMBER 13, 2007 AS DOCUMENT NUMBER 0731750015, MODIFICATION OF MORTGAGE DATED JULY 9, 2008 AND RECORDED ON JULY 24, 2008 AS DOCUMENT NUMBER 0820656050.

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

LOT 6 AND 7 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL THAT PART OF THE NORTH-SOUTH 15 FOOT VACATED ALLEY LYING EAST AND ADJOINING LOTS 6 AND 7 AND LYING WEST AND ADJOINING LOTS 12 AND 13 IN HAYES AND SHELBY'S SUBDIVISION AFORESAID.

The Real Property or its address is commonly known as 167 N. MAY STREET, CHICAGO, IL 60007. The Real Property tax identification number is 17-08-428-020-0000.

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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 endorses 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 extensions or modification, but also to all such subsequent actions.

- THE FOLLOWING MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:
- 1.) THE MATURITY DATE HAS BEEN EXTENDED TO APRIL 7, 2010.
 - 2.) THE INTEREST RATE HAS CHANGED FROM A VARIABLE RATE OF PRIME + 1.00% WITH NO MINIMUM OR MAXIMUM TO A VARIABLE RATE OF PRIME + 1.00% WITH A MINIMUM OF 6.25% EVERY MONTH.
 - 3.) THE MONTHLY PAYMENT DATE HAS CHANGED FROM THE 14TH OF EVERY MONTH TO THE 7TH OF EVERY MONTH.
 - 4.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. ...
- MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:
- INDEBTEDNESS (MAXIMUM LIEN AMOUNT) AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$2,000,000.00.**

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(Continued)

Loan No: 306060

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 7, 2009.

GRANTOR:

MIDWEST BANK AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO
MIDWEST TRUST SERVICES, INC. U/T/A DATED DECEMBER 20, 1977
AND KNOWN AS TRUST NUMBER 77-12-2339

MIDWEST BANK AND TRUST COMPANY, not personally but as Trustee
under that certain trust agreement dated 12-20-1977 and known as
MIDWEST BANK AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO
MIDWEST TRUST SERVICES, INC. U/T/A DATED DECEMBER 20, 1977
AND KNOWN AS TRUST NUMBER 77-12-2339.

By: *Russell M. [Signature]*
Authorized Signer for MIDWEST BANK AND TRUST
COMPANY

By: *Rachel Brewer VP*
Authorized Signer for MIDWEST BANK AND TRUST
COMPANY

LENDER:

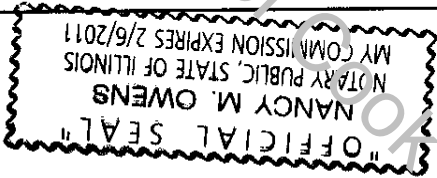
BROADWAY BANK

X *[Signature]*
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trustee estate for the payment hereof.

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Property of [Faint watermark]



My commission expires 2-6-2011

Notary Public in and for the State of Illinois

By Nancy Owens

Residing at 90 Bank

Modification and in fact executed the Modification on behalf of the trust.

AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO MIDWEST TRUST SERVICES, INC. U/A DATED DECEMBER 20, 1977 AND KNOWN AS TRUST NUMBER 77-12-2339, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this

of MIDWEST BANK AND TRUST COMPANY, Trustee of MIDWEST BANK AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO MIDWEST TRUST SERVICES, INC. U/A DATED DECEMBER 20, 1977 AND KNOWN AS TRUST NUMBER 77-12-2339 and Michelle Brown

On this 14th day of April 2009, Michelle Brown appeared before me, the undersigned Notary Public, personally.

COUNTY OF Cook

STATE OF Illinois

(SS)

TRUST ACKNOWLEDGMENT

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 306060

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS
)

On this THIRTY day of APRIL, 2009 before me, the undersigned Notary Public, personally appeared HOWARD MARTIN and known to me to be the VICE PRESIDENT, authorized agent for **Broadway Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Broadway Bank**, duly authorized by **Broadway 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 **Broadway Bank**.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



County Clerk's Office