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Doc#: 0912749011 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/07/2009 08:16 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Mount Prospect
50 North Main Street
Mount Prospect, IL 60056

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Mount Prospect
50 North Main Street
Mount Prospect, IL 60056

SEND TAX NOTICES TO:
MIDWEST BANK AND TRUST
COMPANY
Mount Prospect
50 North Main Street
Mount Prospect, IL 60056

FOR RECORDER'S USE ONLY

FREEDOM TITLE CORP

FTC# 6711275 4 of 4

This Modification of Mortgage prepared by:

Killinger / Siptrott
MIDWEST BANK AND TRUST COMPANY
50 North Main Street
Mount Prospect, IL 60056

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 23, 2009, is made and executed between Mark W. Busse, married, whose address is 113 E. Prospect Avenue, Mt. Prospect, IL 60056 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 50 North Main Street, Mount Prospect, IL 60056 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 28, 2001 in the Office of the Cook County Recorder as Document #0011117474.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 109 E. Prospect Avenue, Mount Prospect, IL 60056. The Real Property tax identification number is 08-12-122-003.

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

This Modification of Mortgage reflects that: (1) the Mortgage now secures: (a) a Promissory Note dated March 23, 2009 in the original principal amount of \$111,183.64 executed by Borrower ("Note 1"); and (b) a Promissory Note dated March 23, 2009 in the original principal amount of \$783,842.26 executed by Borrower ("Note 2"). Note 1 and Note 2 along with any amendments, modifications, extensions, renewals or replacements thereof, are hereinafter collectively referred to as the "Note" and (2) the maximum lien of

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(Continued)

Loan No: 56932109001

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the Mortgage is hereby increased to \$895,025.90; (3) the following paragraph is hereby inserted into the Mortgage and made a part thereof:

DUE ON SALE - CONSENT BY LENDER. Lender may, at lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by put right sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such is prohibited by federal law or by Illinois law.

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 MARCH 23, 2009.

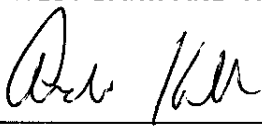
GRANTOR:

x 

 Mark W. Busse

LENDER:

MIDWEST BANK AND TRUST COMPANY

x 

 Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 56932109001

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

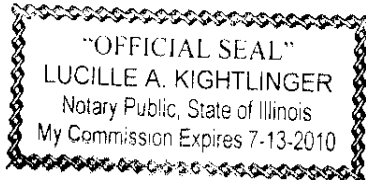
On this day before me, the undersigned Notary Public, personally appeared **Mark W. Busse**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of March, 2009.

By Lucille A. Kightlinger Residing at Mt Prospect, IL

Notary Public in and for the State of Illinois

My commission expires 7-13-2010



LENDER ACKNOWLEDGMENT

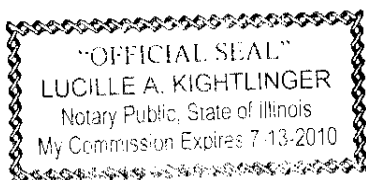
STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

On this 30th day of March, 2009 before me, the undersigned Notary Public, personally appeared ANDREW S. MILLINGER and known to me to be the LOAN OFFICER, 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 Lucille A. Kightlinger Residing at Mt Prospect, IL

Notary Public in and for the State of Illinois

My commission expires 7-13-2010



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EXHIBIT "A"

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

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF THE EAST 1/2 OF SAID NORTHWEST 1/4 THAT IS 379.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID EAST 1/2 ; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 A DISTANCE OF 830.15 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 181.08 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF PROSPECT AVENUE, SAID LINE BEING 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF PROSPECT AVENUE, A DISTANCE OF 58.63 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF AFORESAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 150.44 FEET; THENCE WEST 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 109 E. Prospect Avenue, Mount Prospect, IL 60056.
The Real Property tax identification number is 08-12-122-003.

Cook County Clerk's Office