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Doc#: 0914218002 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/22/2009 09:44 AM Pg: 1 of 5

Patricia S. Ullman
Schiff Hardin LLP
6600 Sears Tower
Chicago, Illinois 60606

AMENDED AND RESTATED MORTGAGE

STATE OF ILLINOIS)

COUNTY OF COOK)

THIS AMENDED AND RESTATED MORTGAGE (the "**Mortgage**") is made as of February 27, 2009 by Thomas D. Callam and Irene S. Callam, husband and wife, (together, the "**Mortgagor**"), to Enrique Sosa and Irene Sosa (together, the "**Mortgagee**"). Mortgagor was justly indebted upon that certain Mortgage Note in the principal amount of \$410,000 dated May 5, 2005, payable to Mortgagee (the "**Original Note**"), which Original Note was secured by that certain Mortgage dated May 5, 2005 and recorded in the office of the Cook County Recorder on June 29, 2005 as Document No. 0518039024 (the "**Original Mortgage**"). The parties have modified the terms of the Original Note pursuant to that certain Amended and Restated Promissory Note of even date herewith (the "**Note**"). Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend and restate the Original Mortgage pursuant to the provisions hereof. The Note plus interest thereon, and all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees are collectively referred to hereinafter as the "**Secured Indebtedness**." This Mortgage collateralizes the obligations of Mortgagor under the Note and secures the repayment of the debt evidenced by the Note, with interest and all renewals, replacements, extensions and modifications thereof. For this purpose, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm to Mortgagee, Mortgagor's interest in the following described real estate situated in the County of Cook and State of Illinois as security for the Secured Indebtedness, to wit:

Lot 3 in Ridgewood Unit No. 6, being a resubdivision in the Northeast ¼ of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rent, issues and

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profits of said property. All of the foregoing is referred to in this Mortgage as the "**Mortgaged Property.**" TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and Mortgagee's successors and assigns to secure the obligations of Mortgagor under the Note, this Mortgage and all other indebtedness and matters defined as secured.

MORTGAGOR covenants that it is lawfully seised of good and marketable title to the Mortgaged Property and that the Mortgaged Property is unencumbered, except for permitted encumbrances accepted by Mortgagee. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws, if any, of the State of Illinois.

MORTGAGOR covenants and agrees to pay the indebtedness, as herein and in said Note provided, or according to any agreement extending time of payment.

MORTGAGOR further covenants and agrees as follows: (1) to pay when due in each year, all taxes and assessments against said Mortgaged Property, and on demand to exhibit receipts therefor; (2) after destruction or damage to promptly rebuild or restore all buildings or improvements on said Mortgaged Property that may have been destroyed or damaged; (3) that waste to said Mortgaged Property shall not be committed or suffered; and (4) to keep all buildings now or at any time on said Mortgaged Property insured with companies reasonably acceptable to Mortgagee until the indebtedness is fully paid.

IN THE EVENT of failure so to insure, or to pay taxes or assessments or the interest thereon when due, Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said Mortgaged Property from time to time; and all money so paid, Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate obtaining under the Note at the time of such payment shall be so much additional indebtedness secured hereby.

IN THE EVENT of (a) a breach of any of the aforesaid covenants or agreements or (b) any proceeding shall be instituted by or against Mortgagor seeking to adjudicate it a bankrupt or insolvent, or seeking protection relief of its debts, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, then in either such case, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the rate obtaining under the Note at the time of the breach per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both the same as if all of said indebtedness had then matured by express terms.

MORTGAGEE shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Mortgaged Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may require

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immediate payment in full of all sums secured by this Mortgage without further demand and shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 *et. seq.*, as amended, and to exercise any other remedies which Mortgagee may have at law, in equity or otherwise. Mortgagee shall be entitled to collect all expenses and disbursements paid or incurred on behalf of Mortgagee in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges and the cost of procuring or completing abstract showing the whole title of said Mortgage Property, to the maximum extent allowed by law. All such expenses and disbursements shall be an additional lien upon said Mortgaged Property, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and shall bear interest at the rate applicable under the Note.

IT IS AGREED by Mortgagor and Mortgagee that (1) the covenants and agreements of this Mortgage shall bind and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee; (2) this Mortgage shall be governed by the laws of the State of Illinois; and (3) upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

[signatures on following pages]

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IN WITNESS WHEREOF, this Mortgage was executed by Mortgagor as of the day and year first above written.

Thomas D. Callam
Thomas D. Callam

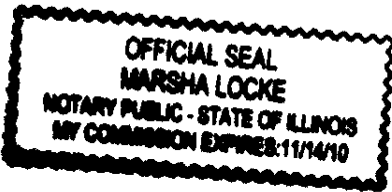
Irene S. Callam
Irene S. Callam 5-7-20

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MARSHA LOCKE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS D. CALLAM, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of MAY, 2009



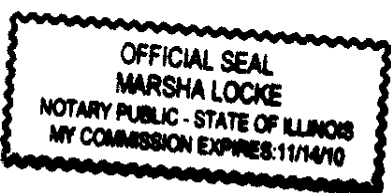
Marsha Locke
Notary Public

My Commission Expires: 11/14/10

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MARSHA LOCKE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IRENE S. CALLAM, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of MAY, 2009

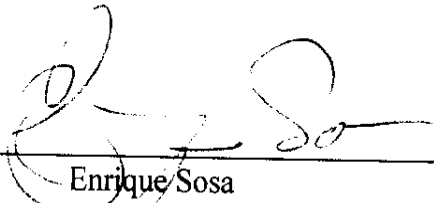


Marsha Locke
Notary Public

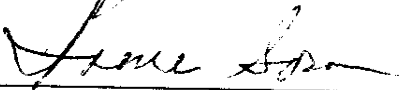
My Commission Expires: 11/14/10

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IN WITNESS WHEREOF, this Mortgage was executed by Mortgagor as of the day and year first above written.



 Enrique Sosa

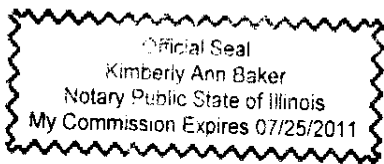


 Irene Sosa

STATE OF ~~FLORIDA~~ IL)
)
 COUNTY OF ~~DADE~~ COOK)

I, KIMBERLY BAKER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ENRIQUE SOSA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of APRIL, 2009



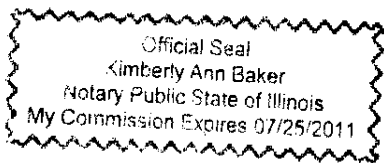


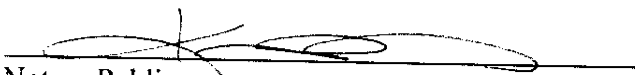
 Notary Public
 My Commission Expires: 7/25/11

STATE OF ~~FLORIDA~~ IL)
)
 COUNTY OF ~~DADE~~ COOK)

I, KIMBERLY BAKER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IRENE SOSA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of APRIL, 2009





 Notary Public
 My Commission Expires: 7/25/11