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RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Bucktown/ Wicker Park
Banking Center
1601 Milwaukee Avenue
Chicago, IL 60647



Doc#: 0916133011 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/10/2009 08:38 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Bucktown/ Wicker Park
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1601 Milwaukee Avenue
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SEND TAX NOTICES TO:
MIDWEST BANK AND TRUST
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Bucktown/ Wicker Park
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1601 Milwaukee Avenue
Chicago, IL 60647

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
IRIZARRY/SMITH
MIDWEST BANK AND TRUST COMPANY
1601 Milwaukee Avenue
Chicago, IL 60647

9160-0092
BOX 162

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 20, 2009, is made and executed between Julio Ramirez, whose address is 1833 N. Talman Ave., Chicago, IL 60647 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 1601 Milwaukee Avenue, Chicago, IL 60647 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded September 13, 2005 as Document No. 0525633076 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 67 (EXCEPT THE EAST 20 FEET THEREOF) AND LOT 68 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3519 W. Medill Ave., Chicago, IL 60647. The Real Property tax identification number is 13-35-204-006.

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

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MODIFICATION OF MORTGAGE

Loan No: 101562362

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This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated April 27, 2009 in the original principal amount of \$228,000.00 to Lender executed by Julio Ramirez ("Note 1") and a Promissory Note dated May 20, 2009 in the original principal amount of \$138,980.73 to Lender executed by Julio Ramirez ("Note 2") Notes 1 and 2 along with any amendments, modifications, extensions, renewals or replacements thereof, are hereinafter collectively referred to as the "Note"; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$366,980.73; and (3) to include the following language:

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes on the Real Property and 1/12 of the annual premiums for the policies of insurance required to be maintained herein, as estimated by Lender, so as to provide sufficient funds for the payment of each year's real estate taxes and insurance premiums one month prior to the date the real estate taxes and insurance premiums become delinquent. Grantor shall further pay into the reserve account a monthly pro-rata share of all assessments and other charges which may accrue against the Real Property. If the amount so estimated and paid shall prove to be insufficient to pay such real estate taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness and Lender is hereby authorized to withdraw and apply such amount(s) on the Indebtedness upon the occurrence of an Event of Default as described above.

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 MAY 20, 2009.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 101562362

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GRANTOR:

X *Julio Ramirez*
Julio Ramirez

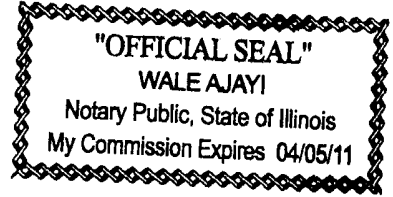
LENDER:

MIDWEST BANK AND TRUST COMPANY

X *Matthew Smith*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **Julio Ramirez**, 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 28th day of May, 2009.

By WALE AJAYI Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 4/5/11

Wale Ajayi 5/28/09

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MODIFICATION OF MORTGAGE (Continued)

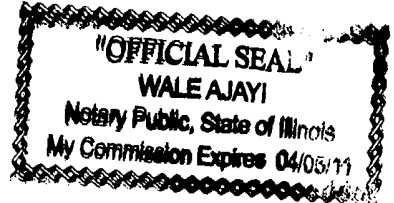
Loan No: 101562362

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)



On this 28th day of May, 09 before me, the undersigned Notary Public, personally appeared Matt Smith 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 WALE AJAYI Residing at CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires 4/5/11

Wale Ajayi 5/28/09