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RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company
Algonquin Banking Center
2045 E. Algonquin Road
Algonquin, IL 60102

Doc#: 0919133027 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/10/2009 08:57 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company
Algonquin Banking Center
2045 E. Algonquin Road
Algonquin, IL 60102

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Peterson/D Natzke
MIDWEST BANK OF MCHENRY COUNTY
2045 E. Algonquin Road
Algonquin, IL 60102

9190-0113
JUL 10 2009

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 19, 2009, is made and executed between 1359-61 N. Noble Inc., whose address is 2551 W. Superior Street, Chicago, IL 60612 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 2045 E. Algonquin Road, Algonquin, IL 60102 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 18, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 22, 2007 at the office of the Cook County Recorder of Deeds as document number 0714233200.

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 1359-61 N. Noble Street, Chicago, IL 60622. The Real Property tax identification number is 17-05-119-001 and 17-05-119-014.

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

The legal description contained in the mortgage is hereby corrected as follows:

THE EAST 1/2 OF LOT 4 ALL OF LOT 5 AND LOT 6 (EXCEPT THE EAST 5 FEET THEREOF) IN BLOCK 27 IN ELSTON ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE FOREGOING THAT PART OF LOT 5 AND OF LOT 6 (EXCEPT THE EAST 5 FEET THEREOF) LYING NORTHEAST OF A LINE WHICH INTERSECTS THE NORTH LINE OF LOT 5 AFORESAID, 15 FEET WEST OF THE NORTHEAST CORNER AND INTERSECTS

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(Continued)**

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THE WEST LINE OF THE EAST 5 FEET OF LOT 6 AFORESAID 50 FEET NORTH OF THE SOUTH LINE THEREOF) (EXCEPT THE SOUTH 75.0 FEET THEREOF) AND LOTS 1 AND 2 (EXCEPT THE SOUTH- 0.29- FEET THEREOF) IN ANDREW SCHULTZ' SUBDIVISION OF LOTS 1, 2, 3 AND THE WEST 1/2 OF LOT 4 IN BLOCK 27 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 JUNE 19, 2009.

GRANTOR:

1359-61 N. NOBLE INC.

By: 

Vladimir Zelenii, Secretary of 1359-61 N. Noble Inc.

By: 

Bohdan Klisch, President of 1359-61 N. Noble Inc.

LENDER:

MIDWEST BANK AND TRUST COMPANY

x 

Authorized Signer

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CORPORATE ACKNOWLEDGMENT

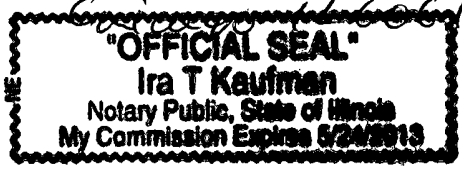
STATE OF Ill)
) SS
 COUNTY OF Cook)

On this 29th day of June, 2011 before me, the undersigned Notary Public, personally appeared **Vladimir Zelenii, Secretary of 1359-61 N. Noble Inc. and Bohdan Klisch, President of 1359-61 N. Noble Inc.** and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *[Signature]* Residing at *[Address]*

Notary Public in and for the State of Ill

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

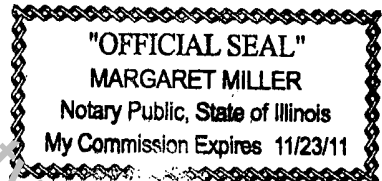
STATE OF IL. ILLINOIS)
)
 COUNTY OF DuPage) SS
)

On this 29th day of June, 2009 before me, the undersigned Notary Public, personally appeared Brian Masterson and known to me to be the Sr Vice President 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 Margaret Miller Residing at _____

Notary Public in and for the State of IL. ILLINOIS

My commission expires 11/23/2011



County Clerk's Office