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RECORDATION REQUESTED BY:

Midwest Bank and Trust
Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521



Doc#: 0928212016 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2009 09:04 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Midwest Bank and Trust
Company
Hinsdale Banking Center
500 West Chestnut
Hinsdale, IL 60521

FOR RECORDER'S USE ONLY

8238396
This Modification of Mortgage prepared by:

IRIZARRY/HEATHFIELD
Midwest Bank and Trust Company
500 West Chestnut
Hinsdale, IL 60521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 5, 2009, is made and executed between SDP V, LLC, whose address is 303 W. Madison St., Suite 1800, Chicago, IL 60606 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 500 West Chestnut, Hinsdale, IL 60521 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded July 27, 2005 as Document No. 0520802175 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:

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 1801-1809 W. Devon Ave., Chicago, IL 60660. The Real Property tax identification number is 14-06-201-014 and 14-06-201-015.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated August 5, 2009 in the original principal amount of \$1,841,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes; (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 \$1,841,000.00; and (3) to include the following language:

BOX 333-CT

CB

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8004889

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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 amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

All other terms and conditions 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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8004889

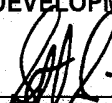
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 5, 2009.

GRANTOR:

SDP V, LLC

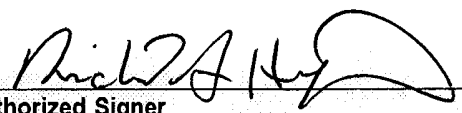
SLOPE DEVELOPMENT, LLC, Manager of SDP V, LLC

By: 
Scott A. Sinar, Manager of Slope Development, LLC

By: 
Richard M. Aronson, Manager of Slope Development, LLC

LENDER:

MIDWEST BANK AND TRUST COMPANY

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8004889

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

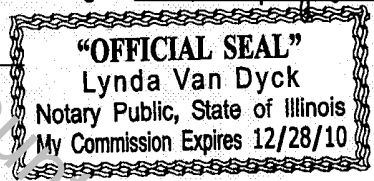
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 23rd day of September, 2009 before me, the undersigned Notary Public, personally appeared **Scott A. Sinar, Manager of Slope Development, LLC, Manager of SDP V, LLC and Richard M. Aronson, Manager of Slope Development, LLC, Manager of SDP V, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Lynda Van Dyck Residing at 1439 Maple Ave

Notary Public in and for the State of Illinois

My commission expires 12/28/10



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8004889

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LENDER ACKNOWLEDGMENT

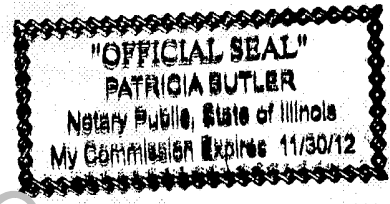
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 23rd day of September, 2009 before me, the undersigned Notary Public, personally appeared RICHARD HEATHFIELD and known to me to be the SVP, 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 Patricia Butler Residing at Academy

Notary Public in and for the State of Illinois

My commission expires 11-30-09



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008238396 D2
STREET ADDRESS: DEVON AVENUE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: ~~14-06-201-003-0000~~

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1, 2, 3 AND 4 IN BLOCK 4 IN HIGHRIDGE, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF THE NORTH/SOUTH 16-FOOT VACATED ALLEY, LYING WEST OF THE WEST LINE OF LOTS 1 TO 4, BOTH INCLUSIVE; LYING EAST OF THE EAST LINE OF LOTS 5 TO 8, BOTH INCLUSIVE; LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 8; AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 4 TO THE SOUTHEAST CORNER OF LOT 5, ALL IN BLOCK 4 IN "HIGHRIDGE" BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 225.0 FEET OF LOT 'B' IN HIGHRIDGE, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.