

# UNOFFICIAL COPY



Doc#: 1001218077 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/12/2010 03:14 PM Pg: 1 of 5

PIN Nos. 25-20-104-044-0000; 25-20-104-045-0000; 25-20-104-046-0000  
1328-1330 W. 112<sup>th</sup> Street  
Chicago, Cook County, Illinois 60643

Prepared by and return to:  
Cary R. Latimer

55 W. Monroe Street Suite 1100  
Chicago, Illinois 60603  
312-422-8000  
Omni Loan No. 81210066

**Maturity Date: March 31, 2010**

## MODIFICATION AGREEMENT (Mortgage and Security Agreement)

This Modification Agreement to Mortgage and Security Agreement ("Modification Agreement") is made as of December 21, 2009, by Dynasty Sales Consulting, Inc., an Illinois corporation ("Grantor") and Federal Deposit Insurance Corporation as Receiver for Omni National Bank ("Grantee").

### Factual Background

A. Grantor executed a certain Mortgage and Security Agreement (the "Mortgage to Secure Debt") to Grantee, dated March 14, 2007, and recorded on March 20, 2007, as document number 0707942185 with the Cook County Recorder of Deeds, State of Illinois, with respect to the property commonly known as 1328-1330 W. 112<sup>th</sup> Street, Chicago, Illinois 60643, as legally described on Exhibit "A" hereto. The Mortgage to Secure Debt was later amended on January 29, 2008, which amendment was recorded on March 7, 2008, as document number 0806747006, with the Cook County Recorder of Deeds, State of Illinois.

B. On March 27, 2009, Omni National Bank was closed by the State of Georgia and the Federal Deposit Insurance Corporation was appointed as Receiver.

C. Grantor and Grantee desire to amend the Mortgage to Secure Debt as set forth below.

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## Agreement

Therefore, Grantor and Grantee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage to Secure Debt. The following defined terms are amended:
  - (a) "Note" is amended to include that certain Note Modification Agreement dated as of even date herewith evidencing a short term renewal of the Note which extends the maturity to March 31, 2010, all as more fully set forth therein.
2. The final payment date is extended to March 31, 2010.
3. Except as provided in this Modification Agreement, the terms of the Mortgage to Secure Debt remain in full force and effect.

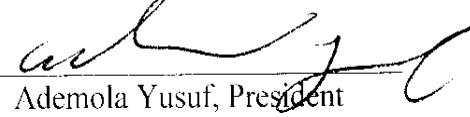
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, Grantor and Grantee have duly executed and delivered this Modification Agreement under seal as of the date first above written.

**Grantor:**

DYNASTY SALES CONSULTING, INC.,  
an Illinois corporation

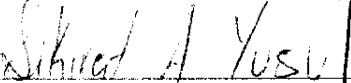
By:   
Ademola Yusuf, President

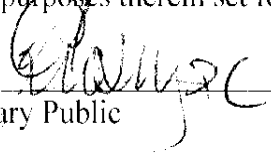
STATE OF ILLINOIS

)  
) SS.

COUNTY OF COOK

)

I, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ademola Yusuf, personally known to me to be the President of Dynasty Sales Consulting, Inc is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

  
Notary Public

My commission expires:

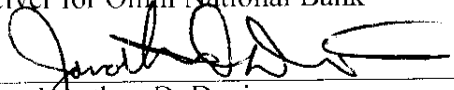
[NOTARY SEAL]

SIGNATURES CONTINUED ON NEXT PAGE

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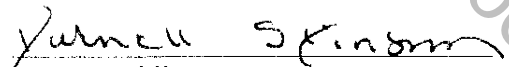
**Grantee:**

Federal Deposit Insurance Corporation as  
Receiver for Omni National Bank

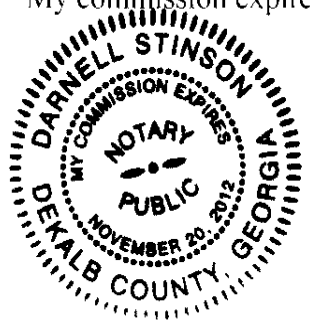
By:   
Name: Jonathan D. Davis  
Title: Post Closing Asset Manager

STATE OF GEORGIA        )  
  ) SS.  
COUNTY OF FULTON     )

I, Darnell Stinson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jonathan D. Davis, Post Closing Asset Manager for Federal Deposit Insurance Corporation, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

  
Notary Public

My commission expires: 11/20/2012



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Exhibit "A"

Legal Description

**THE EAST 10 FEET OF LOT 35, ALL OF LOT 36, AND THE WEST 5 FEET OF LOT 37 IN BLOCK 3 IN GRIFFIN'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 OF STREETS SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**LOT 38 AND THE EAST 20 FEET OF LOT 37 IN BLOCK 3 IN GRIFFIN'S SUBDIVISION OF BLOCS 1, 2, 3 AND 4 OF STREETS SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**