

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 1303956028 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2013 02:08 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

312009858-34140 31200 #3435

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2013, is made and executed between BLUE ISLAND CITIZENS FOR PERSONS WITH DEVELOPMENTAL DISABILITIES, INC. A/K/A BLUE ISLAND CITIZENS FOR THE MENTALLY RETARDED, INC., TITLE VESTED AS FOLLOWS: BLUE ISLAND CITIZENS FOR THE MENTALLY RETARDED, INC. = 005-009, 011-015, 018 AND 020; BLUE ISLAND CITIZENS FOR PERSONS WITH DEVELOPMENTAL DISABILITIES, INC. 003, 017 AND 019, whose address is 2155 BROADWAY STREET, BLUE ISLAND, IL 604063050 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 30, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded May 28, 1999 as Document #99515325 in Cook County, Illinois.

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 2155 BROADWAY STREET, BLUE ISLAND, IL 604063050. The Real Property tax identification number is 25-31-349-004-0000 AND 25-31-349-005-0000.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means 1. the promissory note dated January 5, 2013, in the original principal amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is subject to change from time to time based on changes in an independent index which is the three month London Interbank Offered Rate ("LIBOR") as shown in the Money Rates section of The Wall Street Journal on the last day published of each quarter (the "Index"). The Index currently is 0.308% per

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(Continued)**

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annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 3.500 percentage points over the Index, resulting in an initial rate of 4.500% per annum. **NOTICE:** Under no circumstances will the interest rate on the Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is January 5, 2014. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE and 2. the promissory note dated March 11, 2011, in the original principal amount of \$508,779.33 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 6.250% per annum. The maturity date of the Note is January 5, 2014."**

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 JANUARY 5, 2013.

GRANTOR:

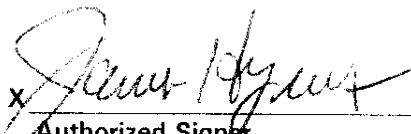
**BLUE ISLAND CITIZENS FOR PERSONS WITH DEVELOPMENTAL
DISABILITIES, INC.**

By: 

ANTHONY DIVITTORIO, Executive Director of BLUE ISLAND
CITIZENS FOR PERSONS WITH DEVELOPMENTAL
DISABILITIES, INC.

LENDER:

FIRST MIDWEST BANK


x _____
Authorized Signer

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MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT

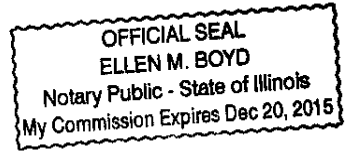
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 29th day of January, 2013 before me, the undersigned Notary Public, personally appeared **ANTHONY DIVITTORIO, Executive Director of BLUE ISLAND CITIZENS FOR PERSONS WITH DEVELOPMENTAL DISABILITIES, INC.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Ellen Boyd Residing at 2155 Broadway

Notary Public in and for the State of Illinois

My commission expires 12-20-2015



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 12th day of February, 2013 before me, the undersigned Notary Public, personally appeared Jan Hynes and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 **FIRST MIDWEST BANK**.

By Nancy Grigaliunas Residing at July Park
 Notary Public in and for the State of Illinois
 My commission expires 3/27/16



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13:34 FAX 847 818 2078

DOC PREP-REVIEW

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EXHIBIT "A"

PARCEL 1: LOTS 51, 52, 53, 54, 55, 76, 75, 74, 73, 72 THE EAST 10 FEET OF LOT 50 AND EAST 10 FEET OF LOT 77 IN THE RESUBDIVISION OF BLOCKS 87 AND 88, THE SOUTH 1/2 OF BLOCKS 89 AND 90 (EXCEPT THE WEST 70 FEET OF BLOCK 90,) BLOCK 101 AND 102 (EXCEPT THE WEST 70 FEET OF BLOCK 101) ALSO THAT PORTION OF VACATED EXETER STREET LYING BETWEEN BLOCKS 87 AND 88 AND BETWEEN THE NORTH LINE AND THE SOUTH LINE OF SAID BLOCKS EXTENDED; ALSO THAT PORTION OF "COLONADE ROW" NOW VACATED LYING BETWEEN THE SOUTH 1/2 OF SAID BLOCKS 89 AND 90 AND BETWEEN THE SOUTH LINE AND THE EAST AND WEST CENTER LINE OF SAID BLOCKS EXTENDED ALL IN "PORTLAND" A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1947 AS DOCUMENT 14012612 IN COOK COUNTY, ILLINOIS. PARCEL II: THE EAST 100 FEET OF THE WEST 130 FEET OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF CANAL STREET (EXCEPT ABANDONED CANAL FEEDER) AND LYING NORTH OF THE NORTH LINE OF BRAODWAY STREET, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office