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2003-03-07 12:31:33

Cook County Recorder

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**RECORDATION REQUESTED BY:** 

MB Financial Bank, N.A., successor in interest to Manufacturers Bank Commercial Banking - South Region 16255 S. Harlem Avenue Tinley Park, IL 60477



WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 1200 N. Ashlard Avenue Chicago, IL 60022

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MB Financial Bank, N.A. 1200 N. Ashland Chicago, IL 60622



#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 30, 2002, is made and executed between Carl M. Trotto Sr. and Barbara J. Trotto, whose address is 8919 South Fairland Drive, Bridgeview, Illinois 60455 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 29, 1999 (the "wichtgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded August 11, 1999 as Document Number 99764234 and 99764235; Modified by Modification of Mortgage dated July 29, 2000 and Recorded September 6, 2000 as Document Number 00690605; Modified by Modification of Mortgage dated July 29, 2001 and Recorded September 13, 2001 as Document Number 0010851214; Modified by Modification of Mortgage dated October 1, 2001 and Recorded November 23, 2001 as Document Number 0011100917.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 139 IN SOUTHFIELD, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8919 South Fairlane Drive, Bridgeview, IL 60455. The Real Property tax identification number is 24-06-113-005

### MODIFICATION OF MORTGAGE (Continued)

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

The Loan amount has been increased by \$367,000.00. Maturity dated has been extended to December 30, 2003. All other terms and provisions of loan documents remains in full force and effect.

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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 FAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **DECEMBER 30, 2002.** H COUNTY CLOPA'S OPPICE

**GRANTOR:** 

Loan No: 4116573

Trotto Sr...

Barbara J. Trotte, Individually

LENDER:

**Authorized Signe** 

## UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 4116573	(Continued)	Page 3

INDIVIDUAL ACKNO	DWLEDGMENT
STATE OF Allinois	) ) SS
COUNTY OF Cools	)
On this day before me, the undersigned Notary Public, personante, to me known to be the individuals described in an acknowledged that they signed the Modification as their free authorein mentioned.  Given under my hand and orficial seal this	d who executed the Modification of Mortgage, and
By Joran de lyard	Residing at Timely Park
Notary Public in and for the State of	COFFICIAL SEAL"  LORFAINE ANNE RYCZEK  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 7-28-2003
LENDER ACKNOV	VLEDGMENT
STATE OFCOUNTY OF	) ss 75
On this	executed the within and foregoing instrument and and deed of the said Lender, duly authorized by the and purposes therein mentioned, and on oath stated
	Residing at Terrley Parls
Notary Public in and for the State of	<u> </u>
My commission expires $9/26/03$	

OFFICIAL SEAL LOBRANT ANNE RYCZEK NCTARY MUBLIC, STATE OF ILLINOIS
AND COMMISSION EXPIRES 7-28-2003

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued)

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Loop No. 4116579