

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
formerly known as Mid-City  
National Bank  
Commercial Banking Div. 3  
801 W. Madison Street  
Chicago, IL 60607



Doc#: 0325811299  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/15/2003 10:56 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

LN# 213432

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Odaliz Lispier, Loan Documentation Specialist  
MB Financial Bank, N.A.  
1200 N. Ashland Avenue  
Chicago, IL 60622



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 8, 2003, is made and executed between MB Financial Bank, Successor Trustee to the Mid-City National Bank of Chicago as Trustee under Trust Agreement dated September 6, 2001 and Known as Trust #2990, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., formerly known as Mid-City National Bank, whose address is 801 W. Madison Street, Chicago, IL 60607 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 8, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded November 20, 2002, as Documents Numbers 0021282512 and 0021282513, respectively.

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

LOT 50 IN THE SUBDIVISION OF BLOCK 12 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2000 W. Erie, Chicago, IL 60612-1318. The Real Property tax identification number is 17-07-112-046-0000

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

The maturity date has been extended to August 8, 2008. The interest rate is hereby changed from

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## MODIFICATION OF MORTGAGE

(Continued)

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6.625% Fixed to 5.50% Fixed and the payment has been modified as further described in the payment section of the Change In Terms Agreement. All other terms and provisions of the loan documents shall remain in full force and 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.

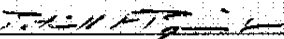
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 8, 2003.**

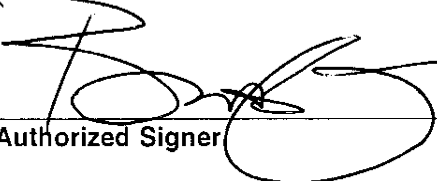
**GRANTOR:**

MB FINANCIAL BANK, SUCCESSOR TRUSTEE TO THE MID-CITY NATIONAL BANK OF CHICAGO AS TRUSTEE, DATED 9/6/01, TRUST #2990

MB FINANCIAL BANK, SUCCESSOR TO THE MID-CITY NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 2001 AND KNOWN AS TRUST #2990, not personally but as Trustee under that certain trust agreement dated 09-06-2001 and known as MB Financial Bank, Successor Trustee to the Mid-City National Bank of Chicago as Trustee, dated 9/6/01, Trust #2990.

By:   
Authorized Signer

By:   
Authorized Signer

**LENDER:**  
  
X Authorized Signer

**This instrument is executed by MB Financial Bank, N.A., not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All terms, provisions, stipulations, covenants and conditions to be performed by MB Financial Bank, N.A. are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made in information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against MB Financial Bank, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.**

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

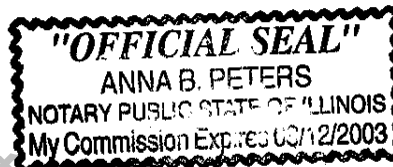
On this 11<sup>th</sup> day of August, 2003 before me, the undersigned Notary Public, personally appeared **Authorized Signer, and Authorized Signer, of MB Financial Bank, Successor to the Mid-City National Bank of Chicago as Trustee under Trust Agreement dated September 6, 2001 and Known as Trust #2990**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Anna B Peters

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Notary Public of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

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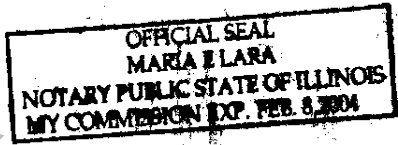
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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 13 day of August, 2003 before me, the undersigned Notary Public, personally appeared Bartlett Johnson and known to me to be the VICE President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Maria Lara Residing at 801 W. Madison  
Chicago, IL  
 Notary Public in and for the State of Ill  
 My commission expires 2/8/04



Cook County Clerk's Office