

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Business  
Development - Ashland  
1200 North Ashland  
Chicago, IL 60622



Doc#: 0405401229  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 02/23/2004 02:16 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

# 4113400

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

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

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2004, is made and executed between David S. Vavra, whose address is P.O. Box #102, Manistee, MI 49660 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1200 North Ashland, Chicago, IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents Recorded June 11, 2003, as Document Numbers 0316201124 and 0316201125, respectively.

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

THE SOUTH 1/2 OF LOT 16 IN BLOCK 20 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, 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 846 N. Hermitage Avenue, Chicago, IL 60622-5020.  
The Real Property tax identification number is 17-06-429-028-0000

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

The maturity date of the Note is hereby extended from January 15, 2004 to January 15, 2005. The amount of the Revolving Line of Credit has been increased from \$225,000.00 to \$275,000.00. All other terms and provisions of the loan documents shall remain in full force and effect.

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

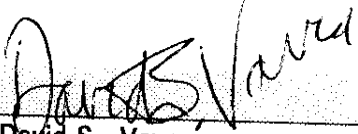
Loan No: 4113400

Page 2

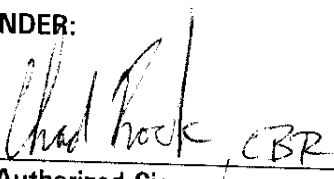
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 15, 2004.**

GRANTOR:

X   
 \_\_\_\_\_  
 David S. Vavra

LENDER:

X   
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4113400

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

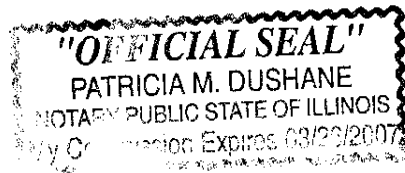
On this day before me, the undersigned Notary Public, personally appeared **David S. Vavra**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of February, 2004.

By Patricia Dushane Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-26-2007



### LENDER ACKNOWLEDGMENT

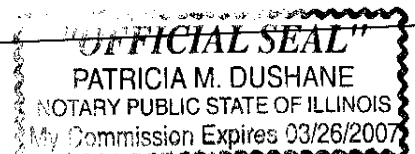
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of February, 2004 before me, the undersigned Notary Public, personally appeared Chad Rock and known to me to be the \_\_\_\_\_, 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 Patricia Dushane Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-26-2007



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Loan No: 4113400

## MODIFICATION OF MORTGAGE (Continued)

Page 4

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