UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MB Financial Bank, N.A. **Asset Based Lending** 1200 N. Ashland Avenue Chicago, IL 60622

WHEN RECORDED MAIL TO:

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

880060



Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 05/03/2004 03:20 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage preprired by:

Maria Rosario (Loan #8800609) MB Financial Bank, N.A. 1200 N. Ashland Avenue Chicago, IL 60622



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2004, is made and executed between Arne R. Flolo, George E. Flolo and Norman L. Flolo, not personally but as Trustees on Lenalf of Trust No. 1, dated November 4, 1975, whose address is 1061 E. Green Street, Bensenville, IL 60106 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1200 N. Ashland Avenue, Chicago, L. 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 6, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage & Assignment of Rents recorded May 16, 2002 as document nos. 0020560819 & 0020560820 at the Cook County Recorder's Office further modified by Modification of Mortgage daied April 1, 2003 recorded October 24, 2003 as document no. 0329704175.

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

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGHWAY KNOWN AS FRANKLIN AVENUE AND THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID HIGHWAY, A DISTANCE OF 601.63 FEET FOR A POINT OF BEGINNING; THENCE NORTH ON A LINE PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID RAILWAY A DISTANCE OF 503.54 FEET TO THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER A DISTANCE OF 134.09 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST

0412413134 Page: 2 of 4

JNOFFICIAI

MODIFICATION OF MORTGAGE

Loan No: 8800609

(Continued)

Page 2

RIGHT OF WAY LINE OF SAID RAILWAY A DISTANCE OF 448.41 FEET TO THE CENTER LINE OF SAID FRANKLIN AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID FRANKLIN AVENUE A DISTANCE OF 144.77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1061 E. Green Street, Bensenville, IL 60106. The Real Property tax identification number is 12-19-100-123-0000 & 12-19-100-044-0000

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

The maturity date of April 1, 2004 is hereby extended to April 2, 2005. All other terms and provisions of the Loan Documents 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"). (t is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorse s 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-cigning 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 TION CONTICO AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 2004.

GRANTOR:

TRUST NO. 1 DATED NOVEMBER 4

Arne R. Fl ∩Trustee of Trust No dated November 4, 1975

Flolo, Trustee of Trust No. 1 dated November 4, George E.

1975

Norman L. Flolo, Trustee of Trust No. 1 dated November 4,

R.E. Alles

1975

LENDER:

Authorized Signer

0412413134 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 8800609	(Continu	ed)	Page 3
	TRUST ACKNOW	/LEDGMENT	
)	•
STATE OF) SS	
COUNTY OF)	
Notary Public in and for the Solution My commission expires NOT	4, 1975, and known to me Mortgage and acknowledged ty set forth in the trust doc and on oath stated that the n on behalf of the trust.	e to be authorized trustees or	agents of the trust that ee and voluntary act and tatute, for the uses and this Modification and in
		Conti	

0412413134 Page: 4 of 4

UNOFFICIA

	MODIFICATION OF MORTGAG
Loan No: 8800609	(Continued)

Page 4 LENDER ACKNOWLEDGMENT)) SS COUNTY OF On this 20th day of HDR before me, the undersigned Notary Public, personally appeared Thomas R.I and known to me to be the Senior Vice President Cuthorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instruction 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. Notary Public in and for the State of Illivinis My commission expires FICIAL SEAL ABETH ARIAS IBARRA Y PUBLIC STATE OF ILLINOIS commission Expires 09/26/2007 'OFFICIAL SEAL ELIZABETH ARIAS IBARRA ARY PUBLIC STATE OF ILLINOIS LASER PRO Londing, Vol. 5 23-19,000 SMITHISSION EXPINES 0972672 CAR Rights R. APPECIA

OFFICE

OFFIC IL F:\APPS\CFILPL\G201.FC TR 11310 PR-SECGBA