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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Commercial Banking -Morton Grove 6201 W. Dempster Avenue Morton Grove, IL 60053

WHEN RECORDED MAIL TO:

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

#336160



Doc#: 0417406148

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 06/22/2004 01:45 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, K. Elmore, Transaction #3683 MB Financial Bank, N.A. I200 N. Ashland Avenue Chicago, IL 60622



11.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2004, is made and executed between MB Financial Bank, N.A., not personally but as Trustee on behalf of MB Financial Bank, N.A. Trust U/T/A dated March 5, 2001 and known as Trust Number 2927, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded April 9, 2001 as Document No. 0010280756 and 0010280757; further modified by a Modification of Mortgage dated April 1, 2002 and recorded May 3, 2002 as Document No. 0020507666; further modified by Modification of Mortgage dated July 1, 2002 and recorded on September 25, 2002 as Document No. 0021050809.

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

Lot 3 in Subdivision of Lot 17 and Part of Lots 15 and 16 in Peck's Subdivision of Block 61 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, Also Described as That Part of Lot 17 in Block 61 in School Section Addition to Chicago Aforesaid, Described as Follows: Beginning at a Point 22 1/2 Feet East of the Southwest Corner of Said Lot 17; Thence East on the North Line of 12th Street, 32 1/2 Feet More or Less, Thence North on East Line of Lot 17, 100 Feet; Thence West 32 1/2 Feet to a Point 22 1/2 Feet East of the West Line of Lot 17; Thence South on a Line Parallel to the West Line of Said Lot 100

100

SHIP

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ICATION OF MORTGAGE

(Continued) Loan No: 336162 Page 2

Feet to the Point of Beginning

The Real Property or its address is commonly known as 1159 S. Canal Street, Chicago, IL 60607. The Real Property tax identification number is 17-16-334-001-0000

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

The maturity is extended to May 5, 2009. The interest rate has been lowered to 6.470% fixed per annum, which will modify the monthly payment as referenced in the Payment Section of the Note. All other terms and provisions of the loan documents and related 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 c 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 Moclification 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 REAL ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS YEPMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY OUNT 1, 2004.

GRANTOR:

MB FINANCIAL BANK, N.A. TRUST NUMBER 2927

ক্রাই document is executed by MB Financia. Boxik, N.A. as successor to The Mid-City Non: Fank under Illinois Corp Fiduciary Act Sec. 205 ILCS 620/3-3.

Office

Authorized Signer for MB Financial Bank, N.A. Trust Number

2927

Authorized Signer for MB Financial Bank, N.A. Trust Number

2927

LENDER:

Authorized Signer

contained in this instrument.

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

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C/ort's Original

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MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 336162 TRUST ACKNOWLEDGMENT STATE OF I ILLUCIS)) SS) COUNTY OF _ 2004 before me, the undersigned Notary On this Public, personally appeared , and known to me to be (ar) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at 100 N ashland. 000 Βv Notary Public in and for the ANA LCOSS My commission expires NOTARY PUBLIC STATE OF ILLIN'US My Commission Expires 12/01/2004

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued) Loan No: 336162 Page 4 LENDER ACKNOWLEDGMENT STATE OF)) SS COUNTY OF __) before me, the undersigned Notary Public, personally appeared 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. Notary Public in and for the State of ______ My commission expires *'OFFICIAL SEAL''* MA. JESUSA B. ABESAMIS NOTARY PUBLIC STATE OF ILLINOIS Ay Commission Expires 11/15/2006

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