

# UNOFFICIAL COPY



Doc#: 0428013152  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/06/2004 09:59 AM Pg: 1 of 4

RECORDATION REQUESTED BY:  
MB Financial Bank, N.A.,  
successor in interest to First  
National Bank of Lincolnwood  
Commercial Banking -  
Lincolnwood  
6401 North Lincoln Avenue  
Lincolnwood, IL 60712

WHEN RECORDED MAIL TO:  
MB Financial Bank, N.A.  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622

#4216880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Kerry Elmore #12764  
MB Financial Bank, N.A.  
1200 N. Ashland Ave.  
Chicago, IL 60622

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 6, 2004, is made and executed between The Dymen Group 18, Ltd., whose address is 3640 W. Glenlake Ave., Chicago, IL 60659 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Lincolnwood, whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 3, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated January 3, 2002 and recorded on January 11, 2002 as Document No. 0020046299 and 0020046300.

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

THE EAST 40 FEET OF THE WEST 140 FEET OF LOT 12 (EXCEPT THE SOUTH 187.75 FEET THEREOF) IN SMITH'S ADDITION TO ROGERS PARK, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2065 W. Farwell Ave., Chicago, IL 60645. The Real Property tax identification number is 11-31-124-022-0000

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

Interest rate changed to a rate of Bank Reference Rate plus 0.000% effective August 6, 2004; Maturity date extended to August 6, 2009; Monthly Principal and Interest payments changed to \$2,944.30 beginning with the September 6, 2004 payment.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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mly  
R4  
grw

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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.

**CROSS COLLATERALIZATION.** In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligators for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

**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 6, 2004.**

GRANTOR:

THE DYMEN GROUP 18, LTD.

By: 

Norman Stein, President of The Dymen Group 18, Ltd.

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST  
NATIONAL BANK OF LINCOLNWOODx 

Authorized Signer

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## MODIFICATION OF MORTGAGE

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### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 02 day of September, 2004 before me, the undersigned Notary Public, personally appeared **Norman Steir, President of The Dymen Group 18, Ltd.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Daniela Dimitrova Residing at Des Plaines

Notary Public in and for the State of ILLINOIS

My commission expires 07/29/07



County Clerk's Office

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## MODIFICATION OF MORTGAGE

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
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 COUNTY OF COOK )

On this 07 day of September, 2007 before me, the undersigned Notary Public, personally appeared Michelle A. Morpenta 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 Daniela Dimitrova Residing at Des Plaines

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

My commission expires 07/29/07



Cook County Clerk's Office