

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to First  
National Bank of Morton Grove  
Commercial Banking - Morton  
Grove  
6201 W. Dempster Avenue  
Morton Grove, IL 60053



Doc#: 0434822225  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 12/13/2004 11:32 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

# 30965

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan # 7811  
MB Financial Bank, N.A.  
1200 North Ashland Ave.  
Chicago, IL 60622

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2004, is made and executed between MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, as Trustee Under Trust Agreement Dated August 18, 1998 and Known as Trust Number 98153, whose address is 1200 N. Ashland Avenue, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Morton Grove, 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 September 19, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents in the principal amount of \$800,000.00 recorded on August 28, 2002 as Document No.0020944804 and 0020944805, respectively, and modified by Modification of Mortgage recorded on August 25, 2003 as Document No. 0323729197.

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

THOSE PARTS OF LOTS 75, 76, 77 AND 78 LYING EAST OF A LINE 50 FEET OF AND PARALLEL WITH THE WEST LINE OF SECTION 19 IN SHELDON ESTATE SUBDIVISION OF BLOCK 23 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTHWEST QUARTER THEREOF, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF AND THE EAST HALF OF THE SOUTHEAST QUARTER THEREOF, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3621-25 N. Western Ave., Chicago, IL 60618. The Real Property tax identification number is 14-19-124-012-0000

Handwritten initials/signature

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

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

The original principal amount of Agreement dated June 17, 2004 from Champion Cycle Center, Inc to Lender, has been increased to \$1,050,000.00 effective October 17, 2004 and the Maximum Lien Amount of Mortgage shall not exceed \$2,100,000.00. The Maturity Date of the Note has also been extended from June 17, 2005 to October 17, 2005. All other terms and provisions of the related documents shall remain in full force and effect, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Agreement.

**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 endorser 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 OCTOBER 17, 2004.**

**GRANTOR:**

**MB FINANCIAL BANK, N.A., NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF MORTON GROVE, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 18, 1998 AND KNOWN AS TRUST NUMBER 98153**

By: *Richard J. Witel*  
 Grantor for MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, as Trustee Under Trust Agreement Dated August 18, 1998 and Known as Trust Number 98153

By: *[Signature]* **RW**  
 Grantor for MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, as Trustee Under Trust Agreement Dated August 18, 1998 and Known as Trust Number 98153

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## MODIFICATION OF MORTGAGE

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LENDER:

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

X *[Signature]*  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

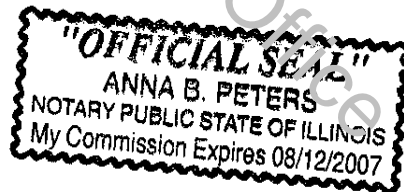
On this 26 day of October, 2004 before me, the undersigned Notary Public, personally appeared Richard S. Witek  
Walter Koehler

, and known to me to be (an) 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.

By *Anna B. Peters* Residing at \_\_\_\_\_

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

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



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### LENDER ACKNOWLEDGMENT

STATE OF IL )

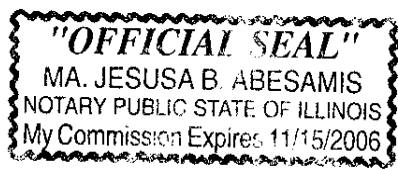
COUNTY OF Cook ) SS )

On this 28<sup>th</sup> day of October, 2004 before me, the undersigned Notary Public, personally appeared ERIC DENAUT and known to me to be the Lender 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 Ma. Jesusa B. Abesamis Residing at Morton Grove

Notary Public in and for the State of IL

My commission expires 11/15/06



Cook County Clerk's Office