

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking Div. 3  
801 W. Madison Street  
Chicago, IL 60607

Doc#: 0501049237  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/10/2005 11:12 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

# 4218613

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

John Sheahan # 11480  
MB Financial Bank, N.A.  
1200 N. Ashland Avenue  
Chicago, IL 60622

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated October 15, 2004, is made and executed between Thomas DeKoven and Samantha DeKeoven, husband and wife, as tenants by the entirety, whose address is 1238 W. Newport, Chicago, IL 60657 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 801 W. Madison Street, Chicago, IL 60607 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 21, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage in the original principal amount of \$750,000.00 and Maximum Lien of \$1,500,000.00 recorded on June 9, 2004 as Document No. 0416116019.

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

THE EAST 5 FEET OF LOT 29 AND ALL OF LOT 30 IN BLOCK 5 IN OLIVER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1238 W. Newport Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-20-314-027-0000

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

The original principal amount of Note dated April 21, 2004 to JENA Properties LLC and MB Financial Bank, N.A., Trustee under Trust Agreement dated April 16, 2004 and known as Trust Number 3415, has been increased to \$1,750,000.00 effective October 15, 2004 and the Maximum Lien amount of Mortgage shall not exceed \$3,500,000.00. Maturity Date has also been extended to October 15, 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.

3/1  
m/s  
R4  
JW

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 4218613


(Continued)

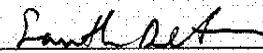
Page 2

**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 OCTOBER 15, 2004.**

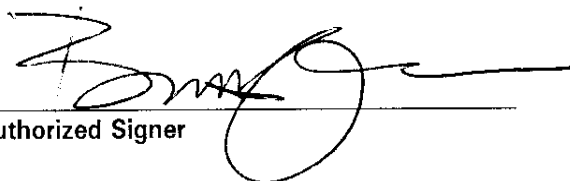
**GRANTOR:**

X   
 \_\_\_\_\_  
 Thomas DeKoven

X   
 \_\_\_\_\_  
 Samantha DeKeoven

**LENDER:**

**MB FINANCIAL BANK, N.A.**

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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4218613

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Thomas DeKoven and Samantha DeKeoven**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of October, 2004.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 05-29-07



### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 18 day of October, 2004 before me, the undersigned Notary Public, personally appeared Bartlett Johnson and known to me to be the VICE President, 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 [Signature] Residing at 801 W. Madin

Notary Public in and for the State of IL

My commission expires 05-29-07



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4218613

Page 4

LASER PRO Lending, Ver. 5 24.00.003 Copy: Herland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - IL FS:APPS\CR\LPL\G201.FC TR 11480 PR 41

Property of Cook County Clerk's Office