## **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

### WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation

6111 N. River ad. Rosemont, IL 60018

4415989



Doc#: 0501303089

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 01/13/2005 01:53 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stella Periaswamy - Tr#12901 M& Financial Bank, N.A. 6111 N. River Road Rosemort, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2004 is made and executed between Gus Domenech, whose address is 6949 N. Sheridan Road, Apt. #3, Chicago IL 60626 (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 July 11, 2003 (the "Mortgage") which nas been recorded in Cook County, State of Illinois, as follows:

Mortgage & Assignment of Rents Recorded September 5, 2003, as Document Numbers 0324835121 and 0324835122; further modified by Modification of Mortgage dated July 11, 2004 and recorded October 6, 2004 as Document Number 0428013178, respectively.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 7760 N. Sheridan Road, Unit #42, Chicago, IL 60626. The Real Property tax identification number is 11-29-101-021-0000, 11-29-101-999-1008, 11-29-101-999-1081 and 11-29-101-999-1087

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

The maturity date has been extended to November 8, 2005. All other terms and provisions of the related documents shall remain in full force and effect.

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



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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 COLLATER/LIZATION. 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 exiting or hereinafter arising.

CROSS DEFAULT. Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with out perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THE MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, St County Clark's Office 2004.

**GRANTOR:** 

Gus Domenech

LENDER:

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

NATIONAL BANK OF MORTON GROVE

Authorized Signer

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 4215989	(Continu	red)		rage 3
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STATE OF		) )		
COUNTY OFCALL		)		
the individual descrit ed in signed the Modification as mentioned.  Given under my hand and on the Notary Public in and for the		ation of Mortga y act and deed day of Residing at	ge, and ackno , for the use	medged that he of she s and purposes therein , 20 04 .  How
My commission expires	LENDER ACKNO	My Co	RY PUBLIC STATE IMMISSION EXPIRE IMMISSION EXPIRE	OF ILLINOIS 🖁
STATE OF		) ss	975	
acknowledged said instrumenthe Lender through its bo	norized agent for the Lender the nent to be the free and volunta ard of directors or otherwise, he is authorized to execute t	nat executed the ry act and deed for the uses and	within and for of the said Le dipurposes the	oregoing instrument and ender, duly authorized by erein mentioned, and on
By Motary Public in and for the	•	Residing at _	mol	on Frone
Notary Public in and for the	e State of			<b>X</b>

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