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

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 02/22/2005 02:44 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Ro. Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

Stella Periaswamy - Tr#12903 M3 Financial Bank, N.A. 6111 N. Piver Road Rosemont, 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 halow as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 11, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage & Assignment of Rents Recorded September 5, 2003, as Document Numbers 0324835124 and 0324835125, further Modified by Modification of Mortgage dated July 11, 2004 and recorded on , 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 #47, Chicago, IL The Real Property tax identification number is 11-29-101-021-0000, 11-29-101-029-0000, 11-29-101-999-1009, 11-29-101-999-1084 and 11-29-101-999-1114

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

0505316278 Page: 2 of 4

UNOFFICIAL C

MODIFICATION OF MORTGAGE

Loan No: 4215924

(Continued)

Page 2

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 strerwise 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 VIZATION. 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 indebted less 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 or to 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 LITTHE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, Olhy Clert's Office 2004.

GRANTOR:

Gus Domenech

LENDER

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

NATIONAL BANK OF MORTON GROVE

Authoriz

0505316278 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued) Page 3 Loan No: 4215924 INDIVIDUAL ACKNOWLEDGMENT) SS COUNTY OF CHAL) On this day before me, the undersigned Notary Public, personally appeared Gus Domenech, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein Given under my hand and official seal this Mr Janes & alenne Notary Public in and for the State of MA. JESUSA B. ABESAMIS My commission expires NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/15/2006 LENDER ACKNOWLEDGMENT county of Cook _____, 2014 before me, the undersigned Notary and known to me to be the Vie Freder, 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. Morton Show Mr Jun B alexans Residing at Notary Public in and for the State of

My commission expires MA. JESUSA B. ABESAMIS MOTARY PUBLIC STATE OF ILLINOIS MOTARY PUBLIC STATE OF ILLINOIS

0505316278 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 4215924 (Continued) Page 4

LASER PRO Londing, Var. 5.24.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. II. CCAPPSICFILPLIGZO.FC TR-12903 PR 41

