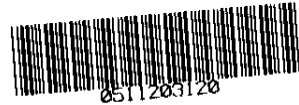


# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Garfield Ridge  
6422 W. Archer Avenue  
Chicago, IL 60638



Doc#: 0511203120  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 04/22/2005 12:58 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

MB SBL

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

N. Santiago/Tr. #  
MB Financial Bank, N.A.  
6422 W. Archer Avenue  
Chicago, IL 60638

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 18, 2005 is made and executed between Phillip Limonciello, whose address is 5826 N.E. Circle Ave., Chicago, IL 60631 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6422 W. Archer Avenue, Chicago, IL 60638 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 14, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 14, 2000 executed by Phillip Limonciello ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to First National Bank of Elmhurst ("Lender"), recorded on August 31, 2000 as document no. 000678510, and Assignment of Rents to even date therewith executed by Grantor for the benefit of Lender, recorded on August 31, 2000 as document no. 000678511 further modified by a Modification of Mortgage dated November 14, 2003 executed by Grantor for the benefit of Lender, recorded January 14, 2004 as document no. 0401435398 and further modified by a Modification of Mortgage dated June 11, 2004 executed by Grantor for the benefit of Lender, recorded on July 12, 2004 as document no. 0419431005.

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

THE NORTH HALF (EXCEPT THE NORTH 258 FEET) OF THE WEST 125 FEET OF THE EAST 158 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE SOUTH 1/2 OF THE NORTH 1/2 OF THE WEST 125 FEET OF THE EAST 158 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10).

The Real Property or its address is commonly known as 4600 W. 48th Street, Chicago, IL 60632-4830. The Real Property tax identification number is 19-10-104-012-0000

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows:

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

(Continued)

Loan No: 800000148

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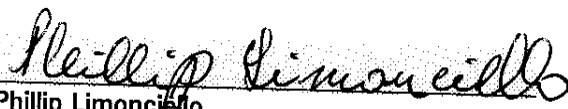
The word "Note" means that certain Promissory Note dated as of April 18, 2005 in the original principal amount of \$300,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$600,000.00.

**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.

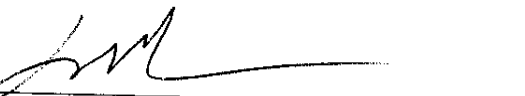
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 18, 2005.**

GRANTOR:

x   
Phillip Limoncio

LENDER:

MB FINANCIAL BANK, N.A.

x   
Authorized Signer

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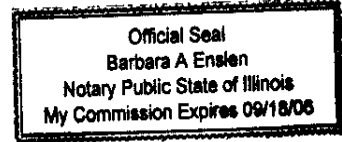
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 800000148

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

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) SS



COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **Phillip Limonciello**, 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 mentioned.

Given under my hand and official seal this 18<sup>th</sup> day of April, 2005.

By Barbara A. Enslin Residing at 6422 W. Archer Ave  
Chgo IL 60638

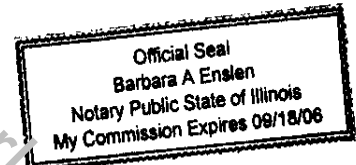
Notary Public in and for the State of Illinois

My commission expires 9/18/06

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

)  
) SS



COUNTY OF Cook

On this 18<sup>th</sup> day of April, 2005 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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 Barbara A. Enslin Residing at 6422 W. Archer Ave  
Chgo. IL 60638

Notary Public in and for the State of Illinois

My commission expires 9/18/06

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 800000148

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