

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking -  
Southwest  
475 E. 162nd Street  
South Holland, IL 60473

Doc#: 0513815052  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/18/2005 09:34 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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



#4217152

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

T.London - #15755  
MB Financial Bank, N.A.  
475 E. 162nd Street  
South Holland, IL 60473

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2005 is made and executed between MB Financial Bank N.A. as successor Trustee to South Holland and Savings Bank, not personally, but as Trustee under Trust Agreement dated 12/1/02 a/k/a Trust# 12427, whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 15, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 15, 2003 executed by MB Financial Bank N.A. as successor Trustee to South Holland and Savings Bank, ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded December 1, 2003 as document no. 0333514199.

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

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH AND SOUTH CENTER LINES OF THE SOUTHEAST 1/4 OF SAID SECTION 27, AND THE SOUTH LINE OF SECTION 27; THENCE EAST ALONG THE SOUTH LINE OF SECTION 27, A DISTANCE OF 726.05 FEET TO A POINT; THENCE NORTH ALONG A LINE WHICH MAKES AN ANGLE OF 90 DEGREES WITH THE SOUTH LINE OF SECTION 27, A DISTANCE OF 490 FEET TO A POINT IN THE CENTER LINE OF SAUK TRAIL ROAD; THENCE WESTELY ALONG THE CENTER LINE OF SAUK TRAIL ROAD A DISTANCE OF 528.50 FEET TO A POINT; THENCE SOUTH ALONG A LINE EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF THE SOUTHEAST 1/4 OF SECTION 27, A DISTANCE OF 300 FEET TO A POINT; THENCE WESTERLY ALONG A LINE SOUTH OF AND PARALLEL TO THE CENTER LINE OF SAUK TRAIL ROAD, A DISTANCE OF 200 FEET TO A POINT IN THE NORTH AND SOUTH CENTER LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH ALONG THE

**BATCH**

1 of 32

Handwritten initials and marks in the bottom right corner.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4217152

NORTH AND SOUTH CENTER LINE OF THE SOUTHEAST 1/4 OF SECTION 27 A DISTANCE OF 126.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 670 E. Sauk Trail, Steger, IL 60475. The Real Property tax identification number is 32-27-403-004-0000

**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: The word "Note" means that certain Promissory Note dated as of March 15, 2005 in the original principal amount of \$390,500.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

**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 MARCH 15, 2005.**

**GRANTOR:**

MB FINANCIAL BANK N.A. AS SUCCESSOR TRUSTEE TO SOUTH HOLLAND AND SAVINGS BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/3/02 A/K/A TRUST# 12427

By: *Devin Alexander*  
Authorized Signer for MB Financial Bank N.A. as successor Trustee to South Holland and Savings Bank, not personally, but as Trustee under Trust Agreement dated 12/3/02 a/k/a Trust# 12427

By: *Lisa J. Morris*  
Authorized Signer for MB Financial Bank N.A. as successor Trustee to South Holland and Savings Bank, not personally, but as Trustee under Trust Agreement dated 12/3/02 a/k/a Trust# 12427

This instrument is executed by MB Financial Bank, N.A., not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All terms, provisions, stipulations, covenants and conditions to be performed by MB Financial Bank, N.A. are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against MB Financial Bank, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4217152

Page 3

LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]  
Authorized Signer

### TRUST ACKNOWLEDGMENT

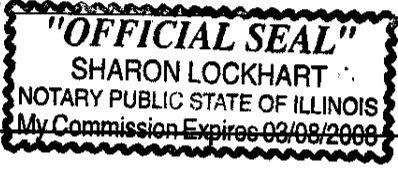
STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On this 3<sup>rd</sup> day of May, 2005 before me, the undersigned Notary Public, personally appeared Spring Alexander Trust Officer AND Lisa F. Morris Asst. Secy.

, 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/she~~/they  are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at MB Financial Bank, N.A.  
475 E. 162nd Street  
North Holland, IL 60473  
Notary Public in and for the State of IL Attn: Loan Trust Department

My commission expires



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4217152

Page 4

### LENDER ACKNOWLEDGMENT

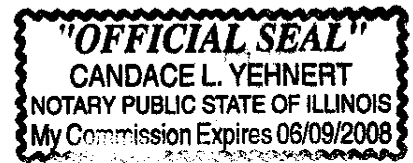
STATE OF Ill )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 3<sup>rd</sup> day of May, 2005 before me, the undersigned Notary Public, personally appeared John O'Brien 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 Candace L. Yehner Residing at So. Holland

Notary Public in and for the State of Illinois

My commission expires 6/9/08



Cook County Clerk's Office