

# 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



Doc#: 0514654015  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/26/2005 01:03 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

# 30966

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

J. London - #15520  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 11, 2005, is made and executed between MB Financial Bank, N.A., successor in interest to Mid-City National Bank of Chicago, not personally but, as Trustee under Trust Agreement dated 3/5/01 and known as Trust#2927, whose address is 6111 N. River Road, Rosemont, IL 60018 (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 December 26, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 26, 2002 executed by MB Financial Bank, N.A., successor in interest to Mid-City National Bank of Chicago, as Trustee under Trust Agreement dated 3/5/01 a/k/a Trust# 2927 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on March 27, 2003 as document no. 0030415193.

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

LOT 3 IN SUBDIVISION OF LOT 17 AND PART OF LOTS 15 AND 16 IN PECK'S SUBDIVISION OF BLOCK 61 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO DESCRIBED AS THAT PART OF LOT 17 IN BLOCK 61 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 22 1/2 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE EAST ON THE NORTH LINE OF 12TH STREET, 32 1/2 FEET MORE OR LESS, THENCE NORTH ON EAST LINE OF LOT 17, 100 FEET; THENCE WEST 32 1/2 FEET TO A POINT 22 1/2 FEET EAST OF THE WEST LINE OF LOT 17; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF

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**MODIFICATION OF MORTGAGE**

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SAID LOT 17; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID LOT 100 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 1159 S. Canal Street, Chicago, IL 60607. The Real Property tax identification number is 17-16-334-001-0000

**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 April 11, 2005 in the original principal amount of \$182,529.05 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 endorser 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 11, 2005.**

**GRANTOR:**

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO MID-CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED 3/5/01 AND KNOWN AS TRUST#2927

By: Richard L. White  
Land Trust Officer

**LENDER:**

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF MORTON GROVE

X Frances Felu  
Authorized Signer

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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### TRUST ACKNOWLEDGMENT

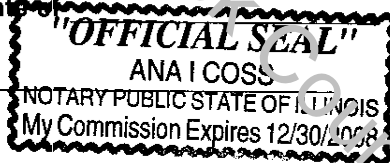
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 26 day of April, 2005 before me, the undersigned Notary Public, personally appeared Land Trust Officer, of MB Financial Bank, N.A., successor in interest to Mid-City National Bank of Chicago as Trustee under Trust Agreement dated 3/5/01 and known as Trust#2927, and known to me to be an authorized trustee or agent 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 or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Ana I Coss Residing at 6011 N. River Road

Notary Public in and for the State of

My commission expires



Clerk's Office

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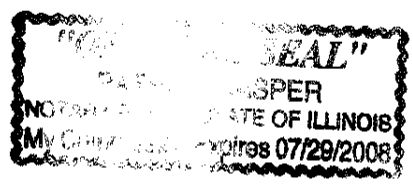
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 26<sup>th</sup> day of April, 2008 before me, the undersigned Notary Public, personally appeared Donald Calanika 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 Anthony J. Pappalardo Residing at \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Cook County Clerk's Office