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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
Manufacturers Bank
Executive Banking
2 S. LaSalle Street
Chicago, IL 60603



Doc#: 0517832013
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/27/2005 08:20 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

#4115897

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Richard Huttel TR #16388
MB Financial Bank, N.A., successor in interest to Manufacturers

Bank

6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 24, 2005, is made and executed between Richard Greenberg, whose address is 1808 N. Halsted St., Chicago, IL 60610 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 2 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

(i) Mortgage dated as of December 24, 2003 executed by Richard Greenberg ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to Manufacturers Bank ("Lender"), recorded on May 7, 2004 as document no. 0412804228, and (ii) Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 7, 2004 as document no. 0412804232.

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

Parcel 1:

Unit 2103 and Parking Space P-118 in the Kinzie Park Tower Condominium, as Delineated on the Survey of Certain Lots or Parts Thereof Located in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, Which Survey is Attached as Exhibit "A" to the Declaration of Condominium Ownership Recorded as Document Number 009080340, in Cook County, Illinois, Together With an Undivided Percentage Interest in the Common Elements Appurtenant to Said Unit, as Set Forth in Said Declaration, as Amended From Time to Time.

Parcel 2:

Easement for Ingress and Egress for the Benefit of Parcel 1 Aforesaid, as Set Forth in the Declaration of

SHC
6.11

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Easements, Restrictions, Easements and By-Laws for Kinzie Park Homeowners Association Recorded May 27, 1999 as Document Number 99514088.

The Real Property or its address is commonly known as 501 N. Clinton Street (Unit #2103), Chicago, IL 60610. The Real Property tax identification number is 17-09-112-106-1117

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 May 24, 2005 in the original principal amount of \$2,570,000.00 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 \$5,140,000.00.

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 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 MAY 24, 2005.

GRANTOR:

X



Richard Greenberg

LENDER:

**MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO
MANUFACTURERS BANK**

X



Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Richard Greenberg**, 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 13th day of June, 2005.

By Lisa G. Svejcar Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10-18-06



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 13th day of June, 2005 before me, the undersigned Notary Public, personally appeared R. Scott Wolfson 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 Lisa G. Svejcar Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10-18-06



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