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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking Lincolnwood
6401 North Lincoln Avenue
Lincolnwood, IL 60712

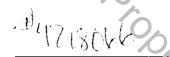


Doc#: 0521617047

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 08/04/2005 11:39 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Doc. Specialist (ol) Trans #16924 MB Financial Bank, N.A. 5111 N. River Rd. Resement, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 17, 2005, is made and executed between Zenon S. Orlinski and Elzbieta Orlinski, not personally but as Trustees on behalf, of Orlinski Living Trust Dated December 23, 2002, whose address is 3465 Whirlaway Dr., Northbrook, IL 60002 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Formary 17, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 17, 2004 executed by Zenon S. Orlinski and Elz ieta Orlinski, Trustee of the Orlinski Living Trust Dated December 23, 2002 ("Grantor") for the benefit of N's Financial Bank, N.A. ("Lender"), recorded on February 23, 2004 as document no. 0405408223, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 23, 2004 as document no. 0405408224.

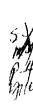
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 3, 4, 5 AND 6 IN BLOCK 39 IN NORWOOD PARK, A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5840-52 N. Northwest Highway, Chicago, IL 60631. The Real Property tax identification number is 13-06-408-027-0000

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 July 17, 2005 in the original principal amount of \$608,376.03 executed by Borrower and payable to the order of Lender, as amended,



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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, but also to all such subsequent actions.

cross collateralization. In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Cuarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 17, 2005.

GRANTOR:

ORLINSKI LIVING TRUST DATED DECEMBER 23, 2002

By: Imm Ulisan

Zenon S. Orlinski, Trustee of Orlinski Living Trust Dated

December 23, 2002

By:

Elzbieta Orlinski, Trustee of Orlinski Living Trust Dated

December 23, 2002

LENDER:

MB FINANCIAL BANK N.A

Authorized Signer

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT	
STATE OF ILLINOIS	1
) SS
COUNTY OF Cook)
On this 20 day of Cully Public, personally appeared Zenon S. Orlinski/Trus	. スァット Defore me, the undersigned Notary tee and Elzbieta Orlinski, Trustee of Orlinski Living Trust
the Modification of Mortgage and acknowledged the the trust, by authority sectorth in the trust document	e authorized trustees or agents of the trust that executed Modification to be the free and voluntary act and deed on the or, by authority of statute, for the uses and purposes are authorized to execute this Modification and in factorial contents.
By Jaling Jasper	Residing at
Notary Public in and for the State of	"OFFICIAL SEAL" PATRICIA JASPER ROTARY PUBLIC STATE OF ILLINOIS TY Commission Expires 07/29/2008
	The Clark's Office

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 4218066 (Continued) Page 4 LENDER ACKNOWLEDGMENT STATE OF ILLINOIS)) SS On this 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 in rument 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. Βy aluces Residing at Notary Public in and for the State of My commission expires **PATRICIA JASPER** NOT/ RY PUBLIC STATE OF ILLINOIS Commus tion Expires 07/29/2008

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