

# UNOFFICIAL COPY



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

Doc#: 0521617050  
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

4212783

This Modification of Mortgage prepared by:  
Odaliz Lispier, Loan Doc. Specialist - Trans #17068  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated July 15, 2005, is made and executed between Eddie Zipperstein and Dana Zipperstein, as Joint Tenants, whose address is 6655 W. Towers Circle, Lincolnwood, IL 60646 (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 August 26, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 26, 2002 executed by Eddie Zippershtein and Dana Zippershtein ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on October 8, 2002 as document no. 0021104190, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 8, 2002 as document no. 0021104191.

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

LOT 1 IN RESUBDIVISION OF THE EAST 83 FEET 4 INCHES OF LOTS 50, 55, AND 58 OF CLEAVER'S SUBDIVISION OF BLOCK 7 OF CANAL TRUSTEES BLOCK IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1414 W. Blackhawk St., Chicago, IL 60622. The Real Property tax identification number is 17-05-110-024-0000.

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**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 15, 2005 in the original principal amount of \$397,077.60 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 \$794,155.20.

**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.

**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 Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

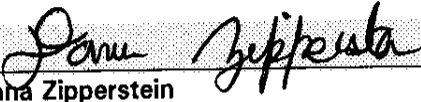
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 15, 2005.**

GRANTOR:

X


  
Eddie Zipperstein


X


  
Dana Zipperstein

LENDER:

MB FINANCIAL BANK, N.A.

X


  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

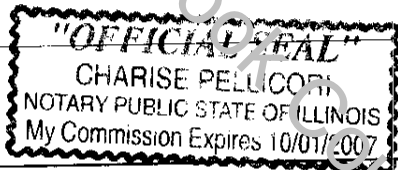
On this day before me, the undersigned Notary Public, personally appeared **Eddie Zipperstein and Dana Zipperstein**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of JULY, 2005.

By Charise Pellicori Residing at Chgo

Notary Public in and for the State of IL

My commission expires



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 22nd day of JULY, 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 Charise Pellicori Residing at Chgo

Notary Public in and for the State of IL

My commission expires

