### **UNOFFICIAL COPY**

#### **RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.
Commercial Banking - Morton
Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

#### WHEN RECORDED MAIL TO:

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



Doc#: 0527247142 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/29/2005 08:30 AM Pg: 1 of 4

4219667

FOR RECORDER'S USE ONLY

This Modification of Mortgage preparto by:

, Richard Huttel TR #17781 MB Financial Bank, N.A. 6111 N. River Rd. Rosemont, IL 60018

### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated August 11, 2005, is made and executed between Ted Theodosiadis, whose address is 1036 S. Mitchell Avenue, Arlington Heights, 12 60005 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempstel Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 11, 2(04 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 11, 2004 executed by Ted Theodosiadis ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on August 17, 2004 as document no. 0423041086, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 17, 2004 as document no. 0423041087.

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

LOTS 10, 11, AND 12 IN WAKE FORD FOURTH ADDITION BEING A SUBDIVISION OF BLOCK 1 IN WAKEMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7524-26 S. Cottage Grove Avenue, Chicago, IL 60619. The Real Property tax identification number is 20-27-407-024-0000.

0527247142 Page: 2 of 4

### MODIFICATION OF MORTGAGE

(Continued) Loan No: 4219667 Page 2

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 August 11, 2005 in the original principal amount of \$150,000.00 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 \$300,000.00.

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. Sonsent by Lender to this Modification does not waive Lender's right to require strict performance of the Nor gage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification she'l constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note" Nt 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. Jay 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 nor-signing person consents to the changes and provisions of this Modification or otherwise will not be releared 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 FICA CICATA OFFICA AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 11, 2005.

**GRANTOR:** 

**Theodosiadis** 

LENDER:

MB FINANCIAL BANK, N.A.

**Authorized Signer** 

0527247142 Page: 3 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 4219667	(Continued)	Page 3
	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Illinois	)	
	) SS	
COUNTY OF COOK	)	
be the individual described in and she signed the Modification as his mentioned.	signed Notary Public, personally appeared <b>Ted Theodo</b> i who executed the Modification of Mortgage, and a s or her free and voluntary act and deed, for the use	cknowledged that he or es and purposes therein
Given under my hand and official s	Ope Residing at Worton	<u>r</u> , 20 <u>05</u> .
By Jake	Residing at Morton	GOIR, IL
Notary Public in and for the State	of <u>Flinois</u>	
My commission expires	SALVATO	AL SEAL" RE INTILE STATE OF ILLINOIS Expires 03/31/2009
	LENDER ACKNOWLEDGMENT	
STATE OF		
acknowledged said instrument to be the Lender through its board of d	before me, and known to agent for the Lender that executed the within and for the free and voluntary act and deed of the said Ler directors or otherwise, for the uses and purposes the uthorized to execute this said instrument and that	oregoing instrument and nder, duly authorized by erein mentioned, and on
By Silver to	Residing at Morton	Grove, IL
Notary Public in and for the State	of Filinois	
My commission expires	"OFFICIAL SI SALVATORE INT NOTARY PUBLIC STATE O My Commission Expires 0	TLE OF ILLINOIS

0527247142 Page: 4 of 4

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(Continued) Page 4 Loan No: 4219667

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