

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking -  
Elmhurst  
990 N. York Road  
Elmhurst, IL 60126



0531308080

**WHEN RECORDED MAIL TO:**

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

Doc#: 0531308080 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2005 11:40 AM Pg: 1 of 4

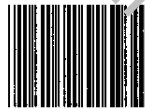
4218840

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

, Stella Periaswamy - Tr#18383  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated October 17, 2005, is made and executed between Len Hrynewycz and Maria Hrynewycz, whose address is 5405 Silent Brook Lane, Rolling Meadows, IL 60008-2124 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 990 N. York Road, Elmhurst, IL 60126 (referred to below as "Lender").

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

Mortgage dated as of May 17, 2004 executed by Len Hrynewycz and Maria Hrynewycz ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on May 19, 2004 as document no. 0414039098, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 19, 2004 as document no. 0414039099.

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

LOTS 3 AND 4 IN STREAMWOOD CENTER FOR INDUSTRY UNIT NO. 1, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1978 AS DOCUMENT 24594084, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 302-318 Roma Jean Parkway, Streamwood, IL 60107. The Real Property tax identification number is 06-26-366-003-0000 and 06-26-366-004-0000.

SC  
SJ  
M  
PL  
HW

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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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 October 17, 2005 in the original principal amount of \$1,058,220.19 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 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 hereby 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.

**WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:**

**(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CON-**

**NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE**

**DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN**

**FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED**

**THERE TO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;**

**(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING,**

**AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING**

**THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.**

**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.

**CROSS DEFAULT.** Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

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

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## MODIFICATION OF MORTGAGE

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GRANTOR:

PK

X [Signature]  
Len Hrynewycz

X [Signature]  
Maria Hrynewycz

LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]  
Authorized Signer President - West Region

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage

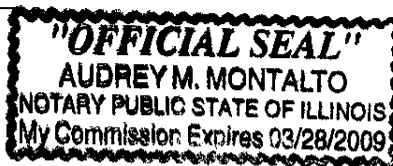
On this day before me, the undersigned Notary Public, personally appeared Len Hrynewycz and Maria Hrynewycz, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the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

Given under my hand and official seal this 17<sup>th</sup> day of October, 2005.

By Audrey Montalto Residing at Joliet IL

Notary Public in and for the State of Illinois

My commission expires 3/28/09



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

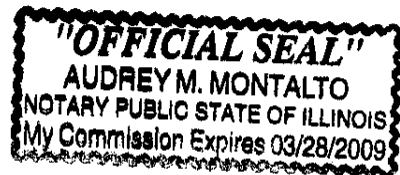
STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 17<sup>th</sup> day of October, 2006 before me, the undersigned Notary Public, personally appeared William A Spoo and known to me to be the Pres. West Region, 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 Audrey Montalto Residing at Joliet IL

Notary Public in and for the State of Illinois

My commission expires 3/28/09



Cook County Clerk's Office