

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
Manufacturers Bank  
Commercial Banking  
6111 N. River Rd.  
Rosemont, IL 60018

**WHEN RECORDED MAIL TO:**

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



Doc#: 0535556059 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/21/2005 10:13 AM Pg: 1 of 4

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FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Odaliz Lispier, Loan Doc. Specialist - Trans #17168  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

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## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated September 30, 2005, is made and executed between Sheldon Cohen, whose address is 6052 N. Whipple St., Chicago, IL 60659 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 6111 N. River Rd., Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 28, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 28, 2003 executed by Sheldon Cohen ("Grantor") for the benefit of MB Financial Bank, N.A ("Lender"), recorded on March 4, 2003 as document no. 0030301053; modified by Modification of Mortgage dated June 2, 2003 and recorded September 15, 2003 as document no. 0325844020; modified by Modification of Mortgage dated June 2, 2004 and recorded September 3, 2004 as document no. 0424717078.

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

UNIT NO. 1, BUILDING NO. 7, LOT 1 IN LAKESIDE VILLAS UNIT 1, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1500 Clearwater, Wheeling, IL 60090. The Real

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Property tax identification number is 03-09-403-039-0000.

**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 September 30, 2005 in the original principal amount of \$1,250,000.00 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 Mortgage, exceed \$2,500,000.00.

**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 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 SEPTEMBER 30, 2005.**

**GRANTOR:**

X   
Sheldon Cohen

**LENDER:**

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

X   
Authorized Signer

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### INDIVIDUAL ACKNOWLEDGMENT

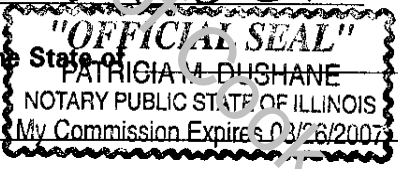
STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Sheldon Cohen**, 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 28 day of November, 2005.

By Sheldon Cohen Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois  
 My commission expires 03/26/2007



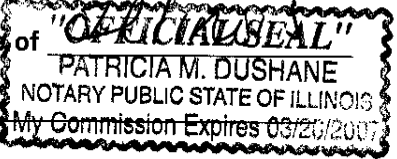
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 28 day of November, 2005 before me, the undersigned Notary Public, personally appeared John Cassaris and known to me to be the VP, 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 Patricia Dushane Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois  
 My commission expires 03/26/2007



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## MODIFICATION OF MORTGAGE (Continued)

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