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

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

WHEN RECORDED MAIL TO:

Ris Financial Bank, N.A. Commercial Banking - Morton Grove

6201 W. Dempster Avenue Morton Grove, IL 60053



Doc#: 0602013102 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 01/20/2006 10:04 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Belinda R. Rodriguez / Trans #18752
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

#### MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated October 17, 2005, is made and executed between MB Financial Bank, NA', not personally but as Trustee under Trust Agreement dated August 18, 1998 also known as no. 98153, whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below is "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, II. 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 17, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 29, 2001 (the "Mortgage") executed by MB Financial Bank, NA nor personally but as successor Trustee to First National Bank of Morton Grove u/t/a no. 98153 dated 8-18-1998 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on August 28, 2002 as document no. 0020944804, Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on September 19, 2001 as document no. 0020944805, modified by Modification of Mortgage dated as of October 15, 2002 and recorded on Februaty 19, 2003 as document no. 0030230506, further modified by Modification of Mortgage dated as of June 17, 2003 and recorded on August 25, 2003 as document no. 0323729197, further modified by Modification of Mortgage dated as of June 17, 2004 recorded on October 6, 2004 as document no. 0428013151, and modified by Modification of Mortgage dated as of October 17, 2004 recorded on December 13, 2004 as document no.

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Loan No: 30965 (Continued) Page

0434822225.

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

LOT 75, 76, 77 AND 78 IN SHELDON'S REAL ESTABLISH, A SUBDIVISION OF BLOCK 23 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF, THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF, LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3621-25 N. Western, Chicago, IL 60618. The Real Property tax identification number is 14-19-124-012-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of "ivota" 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 \$1,050,000 00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or raplaced from time to time.

The paragraph titled "Maximum Lion" 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 \$2,100,000.00

CONTINUING VALIDITY. Except as expressly nic dified 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.

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.

**GRANTOR:** 

MB FINANCIAL BANK, N.A. NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 18, 1998 ALSO KNOWN AS NO. 98153

1 ( ) date

Land Trust Officer

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 30965

The state of the s		
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LENDER:		
MB FINANCIAL BANK, N.A.		
x Pat 18		
Authorized Signer		
TRUST ACKNOWLEDGMENT		
STATE OF #1/ A-O-S	1	
STATE OF ICCOUNT	) SS	
	1 33	
COUNTY OF	)	*
, 4		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
On this 21 At day of November	, <u>2005</u> before me	, the undersigned Notary
Public, personally appeared Land Trust Officer, of I'B under Trust Agreement dated August 18, 1998 also k	Financial Bank, N.A. not p	known to me to be an
authorized trustee or agent of the trust that executed the	he Modification of Mortgage	e and acknowledged the
Modification to be the free and voluntary act and dee	ed of the trust, by authorit	y set forth in the trust
documents or, by authority of statute, for the uses and put or she is authorized to execute this Modification and in fac	irposes therein mentioned, ar	nd on oath stated that he
or she is authorized to execute this Modification and in rac		
By Way how Wax	Residing at whit N. K.	ever Rd Losemont, 16
Notary Public in and for the State of ILLINOIS	······································	
Notary Public in and for the State of	- S ''OFFICIA	I SEAL"
My commission expires	MARY LOIS NOTARY PUBLIC ST	PROPERTY IN
	My Commission Ex	
		Anna Santa

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(Continued) Loan No: 30965 Page 4 LENDER ACKNOWLEDGMENT } ) SS ) On this before me, the undersigned Motary Public personally arpeared and known to me to be the leave Couthorized 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 it nuthorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender/ Residing at Notary Public in and for the State of My commission expires PATRICIA JASPER TARY PLACE STATE OF ILLINOIS CATS OFFICE LASER PRO Canding, Ver. 5.27 00,005 Copt. Harland Financial Solutions, Inc. 1997, 2005. All Rights N