

# UNOFFICIAL COPY



0602013104

Doc#: 0602013104 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

## RECORDATION REQUESTED BY:

MB Financial Bank, N.A.  
Commercial Banking -  
Southwest  
475 E. 162nd Street  
South Holland, IL 60473

## WHEN RECORDED MAIL TO:

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



Property of Cook County Clerk's Office

FOR RECORDER'S USE ONLY

## This Modification of Mortgage prepared by:

, Stella Periaswamy - Tr#19090  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated December 9, 2005, is made and executed between Gary Franzen and Delora Franzen, husband and wife, as joint tenants, whose address is 16762 Deerpath, Homer Glen, IL 60491 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 9, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 9, 2004 executed by Gary Franzen and Delora Franzen ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 4, 2005 as document no. 0500447104, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 4, 2005 as document no. 0500447105; Modified by Modification of Mortgage dated May 24, 2005 and recorded on June 16, 2005 as document no. 0516716100.

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

LOT 36 IN BRIARCLIFFE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 AND THE WEST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as Lot 36 Briarcliffe Subdivision, Lemont, IL 60439.

SH  
my  
GM

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 7221046

(Continued)

Page 2

The Real Property tax identification number is 22-30-300-003-0000.

**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 December 9, 2005 in the original principal amount of \$427,941.00 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 \$855,882.00.

**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.

**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.

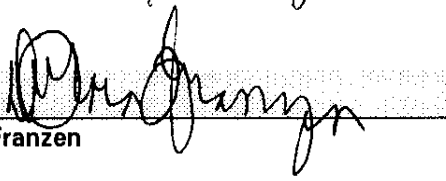
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 9, 2005.**

**GRANTOR:**

X

  
Gary Franzen

X

  
Delora Franzen

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 7221046

(Continued)

Page 4

### LENDER ACKNOWLEDGMENT

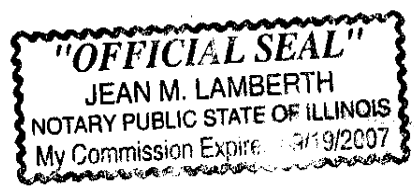
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 9<sup>th</sup> day of December, 2005 before me, the undersigned Notary Public, personally appeared Kenneth A. Engemann and known to me to be the Vice President 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 Jean M. Lamberth Residing at Tinley Park

Notary Public in and for the State of ILLINOIS

My commission expires 9/19/2007



County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 7221046

(Continued)

Page 3

LENDER:

MB FINANCIAL BANK, N.A.

X Kenneth C. Grogan  
Authorized Signer *VP & Mgr. of Ops.*

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared Gary Franzen and Delora Franzen, 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 9th day of December, 2005.

By Jean M. Lampert Residing at Timkey Park, IL.

Notary Public in and for the State of ILLINOIS

My commission expires 9/19/2007

