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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking Div. 4
6111 N. River Rd.
Rosemont, IL 60018



Doc#: 0602013114 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

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stella Periaswamy - Tr#19205
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

7220960

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated December 30, 2005, is made and executed between 2051 W. Pensacola, LLC, an Illinois Limited Liability Company, whose address is 916 W. Diversey, Chicago, IL 60614 (referred to below as "Grantor") and MB Financial Bank, N.A., 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 December 30, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 30, 2004 executed by 2051 W. Pensacola, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on March 10, 2005 as document no. 0506941096, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 10, 2005 as document no. 0506941097.

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

LOT 23 IN CHARLES KEMNITZ SR. 'S SUBDIVISION OF LOTS 4, 5 AND 6 IN BLOCK 2 OF WILLIAM G. OGDENS SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2051 W. Pensacola Avenue, Chicago, IL 60618. The Real Property tax identification number is 14-18-308-003-0000.

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

SPH
SM
OM

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

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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 30, 2005 in the original principal amount of \$1,040,000.00 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 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.

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 CONNECTION 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.

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 30, 2005.

GRANTOR:

2051 W. PENSACOLA, LLC

By: 

Jarek Moskal, Manager of 2051 W. Pensacola, LLC

By: 

Joseph Pinto, Manager of 2051 W. Pensacola, LLC

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7220960

LENDER:

MB FINANCIAL BANK, N.A.

X Chad Brock, CB
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

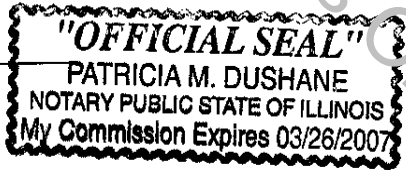
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 30th day of December, 2005 before me, the undersigned Notary Public, personally appeared **Jarek Moskal, Manager and Joseph Pinto, Manager of 2051 W. Pensacola, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Patricia M. Dushane Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3-26-2007



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

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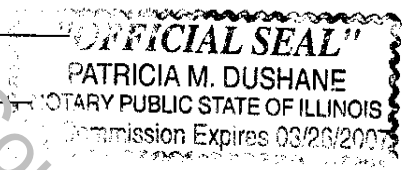
On this 30th day of December, 2005 before me, the undersigned Notary Public, personally appeared CHAD ROCK and known to me to be the Loan Officer authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed 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 M. Dushane

Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3-26-2007



Cook County Clerk's Office