

UNOFFICIAL COPY



0602013116

RECORDATION REQUESTED BY:

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

Doc#: 0602013116 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/20/2006 10:07 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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



4215989

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Doc. Fee (ol) Trans #
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated November 8, 2005, is made and executed between Gus Domenech, whose address is 6949 N. Sheridan, Apt. #3, Chicago, IL 60626 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 11, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 11, 2003 executed by Gus Domenech ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 5, 2003 as document no. 0324835121, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 5, 2003 as document no. 0324835122; modified by Modification of Mortgage recorded October 6, 2004 as document 0428013178; further modified by Modification of Mortgage recorded January 13, 2005 as document no. 0501303089.

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

PARCEL 1:
UNIT 42, P-12, & H IN THE LAKEVEW POINTE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

SP5
SM

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 4215989

(Continued)

Page 2

LOTS 1 TO 7 INCLUSIVE (EXCEPT THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING) IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOTS 44 TO 46 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON, ALSO OF LOTS 1, 2 (EXCEPT THE WEST 20 FEET OF SAID LOT 2) IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON ALSO THE VACATED PART OF SHERIDAN ROAD DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE SOUTH WEST CORNER OF LOT 44 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44 TO THE NORTH WEST CORNER THEREOF; THENCE WEST IN A STRAIGHT LINE TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON ; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING ALL IN THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT 7 IN FERGUSON BIRCH PARK ADDITION TO EVANSTON DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST 51.94 FEET; THENCE NORTHERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 7, 38.61 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING; IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY, LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 7, BOTH INCLUSIVE, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, AFORESAID, WHICH LIES WEST OF THE WEST LINE OF N. SHERIDAN ROAD EXTENDED NORTH AND EAST OF THE WEST LINE OF LOT 7, EXTENDED NORTH, IN FERGUSON'S BIRCH PARK ADDITION TO EVANSTON, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0030097477, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7760 N. Sheridan Rd., Unit #42, Chicago, IL 60626.
The Real Property tax identification number is 11-29-101-030-1032.

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 November 8, 2005 in the original principal amount of \$230,897.29 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 endorser 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,

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 4215989

(Continued)

Page 3

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 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,

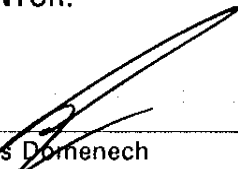
AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 2005.

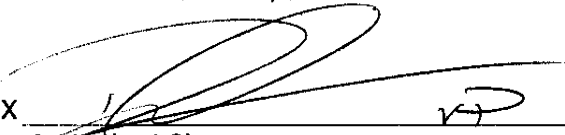
GRANTOR:

X 

Gus Domenech

LENDER:

MB FINANCIAL BANK, N.A.

X 

Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4215989

Page 4

INDIVIDUAL ACKNOWLEDGMENT

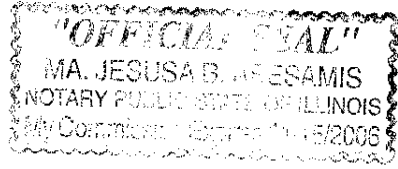
STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Gus Domenech**, 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 16th day of December, 2005.

By Mr. Jason B. Abrams Residing at Morton Grove

Notary Public in and for the State of IL
 My commission expires 11/15/06



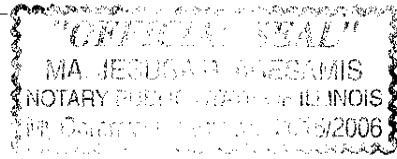
LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 16th day of December, 2005 before me, the undersigned Notary Public, personally appeared Ryan Calandra 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, fully 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 Mr. Jason B. Abrams Residing at Morton Grove

Notary Public in and for the State of IL
 My commission expires 11/15/06



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4215989

Page 5

LASER PRO Lending, Ver. 5.27.00.005 Copy: Herland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - IL F:\APPS\FH\PL\LG201.FC TR-19161 PR-41

Property of Cook County Clerk's Office