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RECORDATION REQUESTED BY:

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

Doc#: 0603710038 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2006 10:37 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

3878450000

This Modification of Mortgage prepared by:

Odaliz Lispier, Loan Doc. Specialist - Trans #19236
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated November 13, 2005, is made and executed between MB Financial Bank, not personally but as Successor Trustee to South Holland Trust and Savings Bank, as Trustee under Trust Agreement dated February 3, 1979 and Known as Trust #4521, whose address is 6111 N. River Road, Rosemont, IL 60018 (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 March 13, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 13, 2000 executed by South Holland Trust & Savings Bank, not personally, but as Trustee under Trust Agreement dated February 3, 1979 and Known as Trust #4521 ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to South Holland Trust & Savings Bank ("Lender"), recorded March 23, 2000 as document no. 00204521, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 23, 2000 as document no. 00204522; modified by Modification of Mortgage recorded December 19, 2003 as document no. 0335301061; further modified by Modification of Mortgage recorded February 7, 2005 as document no. 0503819025.

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

LOTS 10 AND 11 (EXCEPT THE NORTH 29 FEET OF LOT 10) IN COUNTY CLERK'S DIVISION OF

BOX 215

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 3878450006

(Continued)

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UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 16126 South Park Ave., South Holland, IL 60473. The Real Property tax identification number is 29-15-307-048-0000.

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 November 13, 2005 in the original principal amount of \$200,000.00 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 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, 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 THERETO, 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 NOVEMBER 13, 2005.

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MODIFICATION OF MORTGAGE

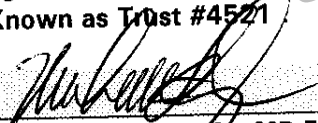
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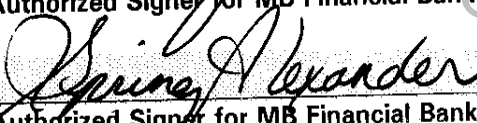
Loan No: 3878450006

GRANTOR:

MB FINANCIAL BANK, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO SOUTH HOLLAND TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 3, 1979 AND KNOWN AS TRUST #4521

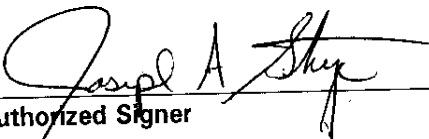
MB FINANCIAL BANK, N.A., not personally but as Trustee under that certain trust agreement dated 02-03-1979 and known as MB Financial Bank, not personally but as Successor Trustee to South Holland Trust and Savings Bank, as Trustee under Trust Agreement dated February 3, 1979 and Known as Trust #4521

By: 
Authorized Signer for MB Financial Bank, N.A.

By: 
Authorized Signer for MB Financial Bank, N.A.

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

This instrument is executed by MB Financial Bank, N.A. not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All terms, provisions, stipulations, covenants and conditions to be performed by MB Financial Bank, N.A. are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against MB Financial Bank, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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MODIFICATION OF MORTGAGE

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Loan No: 3878450006

TRUST ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
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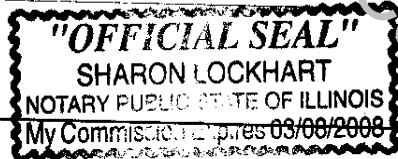
On this 25th day of JANUARY 2006 before me, the undersigned Notary Public, personally appeared Spring Alexander Trust Officer and Michael L. Nylter Trust Officer & Vice Pres.

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she (they) is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at MB Financial Bank, N.A.
475 E. 162nd Street
South Holland, IL 60473
Attn: Land Trust Department

Notary Public in and for the State of COOK

My commission expires _____



County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3878450006

LENDER ACKNOWLEDGMENT

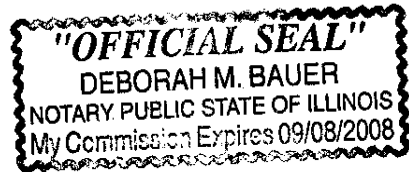
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 24th day of January, 2006 before me, the undersigned Notary Public, personally appeared Joseph Strejc and known to me to be the Commercial Loan 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 Deborah M Bauer Residing at Cook

Notary Public in and for the State of IL

My commission expires 9-8-08



Cook County Clerk's Office