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RECORDATION REQUESTED BY:

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



0626447082

WHEN RECORDED MAIL TO:

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

Doc#: 0626447082 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2008 10:06 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Stella Periaswamy/Ln #1151660001/LR #2814
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated July 27, 2006, is made and executed between P & D Properties, Inc., an Illinois Corporation, whose address is 3056 E. 170th Street, Lansing, IL 60438 (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 July 27, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 27, 2001 executed by P & D Properties, Inc., for the benefit of MB Financial Bank, N.A., successor in interest to South Holland Trust & Savings Bank, recorded on August 3, 2001 as document no. 0010705618, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 3, 2001 as document no. 0010705619.

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

PARCEL 1:

LOTS 1, 2, AND 3 IN BLOCK 12 IN LEACHWOOD, A SUBDIVISION OF THE EAST 66.38 ACRES OF WEST FRACTIONAL SOUTHEAST 1/4 IN SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS.

PARCEL 2:

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LOT 8 IN LEACHWOOD INDUSTRIAL PARK BEING A SUBDIVISION OF PART OF A SUBDIVISION OF THE EAST 66.38 ACRES OF THE WEST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART LYING NORTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 6 IN AFORESAID SUBDIVISION), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 6 THROUGH 15, BOTH INCLUSIVE, IN BLOCK 10 IN LEACHWOOD, A SUBDIVISION OF THE ENDORSEMENT 66.38 ACRES OF THE WEST FRACTIONAL SOUTHEAST 1/4 OF SECTION 19 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3120 E. 170th Street, Lansing, IL 60438. The Real Property tax identification number is 30-19-407-064-0000, 30-19-419-015-0000, 30-19-419-016-0000, 30-19-419-017-0000, 30-19-419-025-0000, 30-19-419-026-0000, 30-19-419-027-0000, 30-19-419-028-0000, 30-19-419-029-0000, 30-19-419-030-0000 and 30-19-422-014-0000.

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 July 27, 2006 in the original principal amount of \$177,880.76 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 remain 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 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

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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 27, 2006.

GRANTOR:

P & D PROPERTIES, INC.

By: *Peter Moran*
Peter Moran, President of P & D Properties, Inc.

By: *Donna Morandi*
Donna Morandi, Secretary of P & D Properties, Inc.

LENDER:

MB FINANCIAL BANK, N.A.

X *DPDOMico*
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

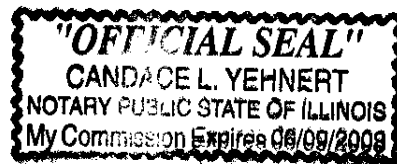
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 31st day of August, 2006 before me, the undersigned Notary Public, personally appeared **Peter Morandi, President and Donna Morandi, Secretary of P & D Properties, Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Candace L. Yehnert Residing at So. Holland

Notary Public in and for the State of Ill.

My commission expires 6/9/08



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LENDER ACKNOWLEDGMENT

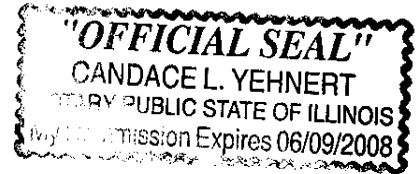
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 31st day of August, 2006 before me, the undersigned Notary Public, personally appeared Dono Damico and known to me to be the First 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 Candace L. Yehmert Residing at So. Holland

Notary Public in and for the State of Ill

My commission expires 6/9/08



Cook County Clerk's Office