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0630313004

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Real Estate
2 S. LaSalle Street
Chicago, IL 60603

Doc#: 0630313004 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/30/2006 07:50 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

This Modification of Mortgage prepared by:

Odaliz Lispier, Loan Doc. Specialist - Trans #22687
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated August 19, 2006, is made and executed between MB Financial Bank, N.A., not personally but as Trustee under Trust Agreement dated March 18, 2004 and Known as Trust #3395, whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 2 S. LaSalle Street, Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 19, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 19, 2004 executed by MB Financial Bank, N.A., not personally but as Trustee on behalf of MB Financial Bank, N.A. U/T/A dated March 18, 2004 and Known as Trust No. 3395 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 17, 2004 as document no. 0426145060.

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

LOT 32 IN WEXFORD UNIT 1, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 673 W. Slippery Rock Dr., Palatine, IL 60067. The Real Property tax identification number is 02-27-308-032-0000.

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:

Sp5
[Signature]

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The word "Note" means that certain Promissory Note dated as of August 19, 2006 in the original principal amount of \$150,000.00 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 (ii) 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 AUGUST 19, 2006.

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GRANTOR:

MB FINANCIAL BANK, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 18, 2004 AND KNOWN AS TRUST #3395

MB FINANCIAL BANK, N.A., not personally but as Trustee under that certain trust agreement dated 03-18-2004 and known as MB Financial Bank, N.A., not personally but as Trustee under Trust Agreement dated March 18, 2004 and Known as Trust #3395.

By: Richard A. Wittich
Land Trust Officer

By: Erin Pappalardo
Land Trust Officer

LENDER:

MB FINANCIAL BANK, N.A.

x William Ren
Authorized Signer
VICE PRESIDENT

PROPERTY OF COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 24th day of September, 2006 before me, the undersigned Notary Public, personally appeared **Land Trust Officer, and Land Trust Officer, of MB Financial Bank, N.A.**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Mary Lois Martin Residing at 6111 W River Rd Rosemont, IL

Notary Public in and for the State of Illinois

My commission expires 9/3/2008



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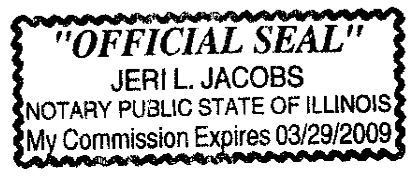
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 2ND day of OCTOBER, 2006 before me, the undersigned Notary Public, personally appeared WILLIAM BER 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 [Signature] Residing at _____
 Notary Public in and for the State of ILLINOIS

My commission expires 3/29/2006



COOK County Clerk's Office