

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0634201125 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2006 11:16 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:

John Sheahan/Ln #4221621/LR #4130/Trans #23284
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



Call

8327-2735 / CTI

THIS MODIFICATION OF MORTGAGE dated October 6, 2006, is made and executed between MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, Trustee under Trust Agreement dated September 27, 1996 and Known as Trust #96126, whose address is 6111 N. River Road, Rosemont, IL 60018 (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 February 28, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 28, 2005 executed by MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, Trustee Under Trust Agreement Dated September 27, 1996 and Known as Trust Number 96126 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on March 30, 2005 as Document No. 0508906101, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 30, 2005 as Document No. 0508906100.

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

LOTS 7 AND 8 (EXCEPT THAT PART TAKEN FOR WIDENING OF ASHLAND AVENUE) IN BLOCK 1 IN MCREYNOLD'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

BOX 333-CT

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 4221621

(Continued)

Page 2

The Real Property or its address is commonly known as 1542-1544 N. Ashland Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-06-204-039-0000; 17-06-204-040-0000.

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 October 6, 2006 in the original principal amount of \$1,000,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$2,000,000.00.

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 endorers 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.

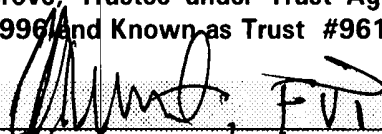
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 6, 2006.

GRANTOR:

MB FINANCIAL BANK, N.A., NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF MORTON GROVE, TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 27, 1996 AND KNOWN AS TRUST #96126

By: 

Authorized Signer for MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, Trustee under Trust Agreement dated September 27, 1996 and Known as Trust #96126

By: 

Authorized Signer for MB Financial Bank, N.A., Not Personally But as Successor Trustee to First National Bank of Morton Grove, Trustee under Trust Agreement dated September 27, 1996 and Known as Trust #96126

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.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

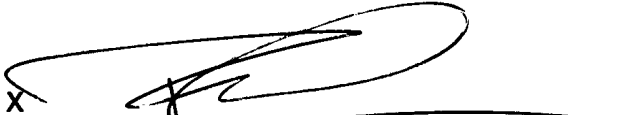
(Continued)

Loan No: 4221621

Page 3

LENDER:

MB FINANCIAL BANK, N.A.

X 
 Authorized Signer

TRUST ACKNOWLEDGMENT

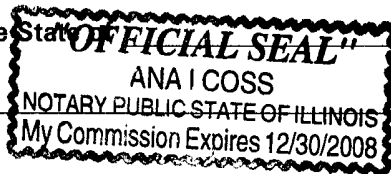
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 19th day of OCTOBER, 2006 before me, the undersigned Notary Public, personally appeared HARRY PATRULLIS, VICE PRESIDENT & WILLIAM SCHUNKERT, FIRST VICE PRESIDENT

, 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 Ana J. Cross Residing at 6111 N. River Rd
ROSEMONT, IL 60018

Notary Public in and for the State of ILLINOIS
 My commission expires _____



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4221621

Page 4

LENDER ACKNOWLEDGMENT

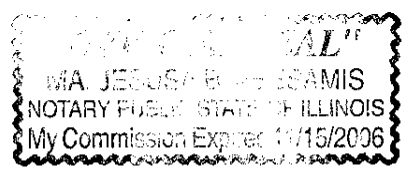
STATE OF _____)
) SS
 COUNTY OF _____)

On this 24th day of Oct, 2006 before me, the undersigned Notary Public, personally appeared Ron Calandra and known to me to be the _____, 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 Ma Jesusa B. Abrams Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office