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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - South
Region
16255 S. Harlem Avenue
Tinley Park, IL 60477

Doc#: 0700513022 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2007 12:54 PM 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:

ol/Ln #6117000005/LR #6720, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated October 15, 2006, is made and executed between RLG Management, LLC, an Illinois Limited Liability Company, whose address is 113 Memorial Drive, Unit #11, Calumet City, IL 60409 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 15, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 15, 2001 executed by Randall Groen and Lori A. Groen ("Grantor") for the benefit of MB Financial Bank, N.A., Successor in Interest to South Holland Trust & Savings Bank ("Lender"), recorded on October 18, 2001 as document no. 0010973430, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 18, 2001 as document no. 0010973431.

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

ALL OF LOT 1 AND THE NORTH 12 FEET OF LOT 2 IN BLOCK 2 IN RUSSELL'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 578 Douglas, Calumet City, IL 60409. The Real Property tax identification number is 30-08-411-020-0000.

*SPH
5/1/07*

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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 individually and collectively, (i) that certain Promissory Note dated as of October 15, 2006 in the original principal amount of \$165,556.45 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of May 3, 2006 in the original principal amount of \$244,550.00 executed by Borrower and payable to the order of Lender, (iii) that certain Promissory Note dated May 2, 2003 in the original principal amount of \$50,000.00 executed by Borrower and payable to the order of Lender, (iiii) that certain Promissory Note dated May 9, 2003 in the original principal amount of \$285,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The Grantor as set forth in the Mortgage is hereby amended from Randall Groen and Lori A. Groen to RLG Management, LLC

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 \$1,490,212.90.

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 (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.

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 15, 2006.

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GRANTOR:

RLG MANAGEMENT, LLC

By: *Randall Groen*
Randall Groen, Manager of RLG Management, LLC

By: *Lori Groen*
Lori Groen, Manager of RLG Management, LLC

LENDER:

MB FINANCIAL BANK, N.A.

X *Joseph A. Styp - AVP*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS)

On this 14th day of November, 2006 before me, the undersigned Notary Public, personally appeared **Randall Groen, Manager and Lori Groen, Manager of RLG Management, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *Candace L. Yehmert* 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

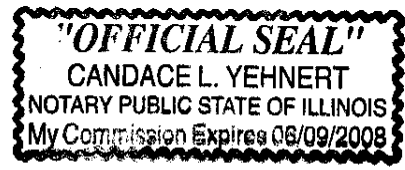
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 14th day of November, 2006 before me, the undersigned Notary Public, personally appeared Joseph Streje 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 Candace L. Yehmert Residing at 50. Holland

Notary Public in and for the State of Illinois

My commission expires 6/9/08



Cook County Clerk's Office