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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking -
Elmhurst
990 N. York Road
Elmhurst, IL 60126



Doc#: 0703013202 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2007 01:45 PM 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:

Stella Periaswamy/Ln #1126/LR #10010/Trans #24335
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 19, 2006, is made and executed between Neuses Brothers Real Estate Partnership, an Illinois General Partnership, whose address is 1401 Rohlwing Road, Rolling Meadows, IL 60008 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 990 N. York Road, Elmhurst, IL 60126 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 19, 2001 executed by Neuses Brothers Real Estate Partnership ("Grantor") for the benefit of First National Bank of Elmhurst, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on November 1, 2001 as document no. 0011025141, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on November 1, 2001 as document no. 0011027624; Modification of Mortgage dated September 19, 2006 and recorded on November 27, 2006 as document no. 0633147114.

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

LOTS 1 AND 2 IN P. K. NEUSES, INC. RESUBDIVISION, BEING A RESUBDIVISION OF LOT 15 IN NORTHWESTERN INDUSTRIAL PARK UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON

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mf

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

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Loan No: 1126

AUGUST 30, 1977 AS DOCUMENT 2963264

The Real Property or its address is commonly known as 1401 Rohlwing Road, Rolling Meadows, IL 60008.
The Real Property tax identification number is 02-26-200-052-0000 and 02-26-200-053-0000.

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 19, 2006 in the original principal amount of \$272,976.77 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 \$545,953.54.

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 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 19, 2006.

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MODIFICATION OF MORTGAGE

(Continued)

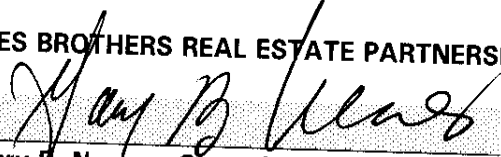
Loan No: 1126

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GRANTOR:

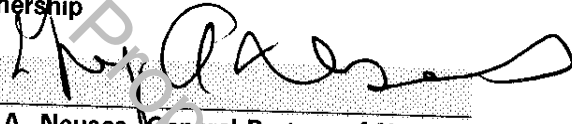
NEUSES BROTHERS REAL ESTATE PARTNERSHIP

By:



Gary B. Neuses, General Partner of Neuses Brothers Real Estate Partnership

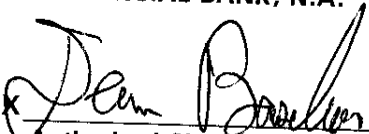
By:



Guy A. Neuses, General Partner of Neuses Brothers Real Estate Partnership

LENDER:

MB FINANCIAL BANK, N.A.


Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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PARTNERSHIP ACKNOWLEDGMENT

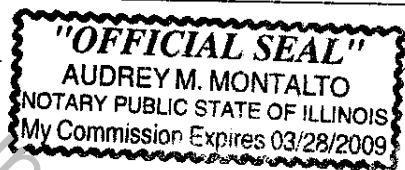
STATE OF Illinois)
)
) SS
 COUNTY OF DePage)

On this 26th day of December, 2006 before me, the undersigned Notary Public, personally appeared **Gary B. Neuses, General Partner and Guy A. Neuses, General Partner of Neuses Brothers Real Estate Partnership**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Audrey Montalto Residing at Joliet, IL

Notary Public in and for the State of Illinois

My commission expires 3/28/09



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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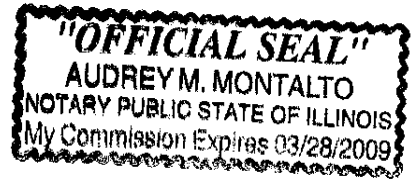
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 26~~th~~ day of December, 2006 before me, the undersigned Notary Public, personally appeared Sean Baseman 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 Audrey Montalto Residing at Joliet, IL
 Notary Public in and for the State of Illinois

My commission expires 3/28/09



Cook County Clerk's Office