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Doc#: 0709548031 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/05/2007 10:18 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Korean Banking
6401 North Lincoln Avenue
Lincolnwood, IL 60712

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 #4115354, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated July 30, 2006, is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee to LaSalle Bank National Association, Successor Trustee to American National Bank & Trust Company of Chicago, under Trust Agreement dated October 29, 1991 and Known as Trust #114729-09, whose address is 181 W. Madison St., 17th Fl., Chicago, IL 60602 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 30, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 30, 2002 executed by LaSalle Bank National Association successor trustee to American National Bank & Trust Company of Chicago U/T/A dated 10/29/91 and known as Trust No. 114729-09 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 25, 2002 as document no. 21050773; modified by Modification of Mortgage dated July 30, 2003 and recorded on November 5, 2003 as document no. 0330904076; further modified by Modification of Mortgage dated July 30, 2004 and recorded October 14, 2004 as document no. 0428813017.

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

LOTS 20, 21 AND 22 IN BLOCK 60 IN W.F. KAISER AND CO'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SETION 1 AND OF SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE

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

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THIRD PRINCIPAL MERIDIAN, LYING WEST OF WESTERLY LINE OF RIGHT OF WAY OF NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3318 W. Bryn Mawr, Chicago, IL 60659. The Real Property tax identification number is 13-02-431-029-0000; 13-02-431-028-0000 and 13-02-431-027-0000.

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 30, 2006 in the original principal amount of \$500,000.00 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 (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

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 JULY 30, 2006.

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MODIFICATION OF MORTGAGE

(Continued)

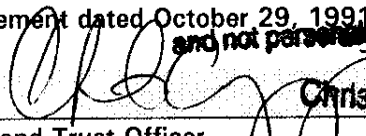
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GRANTOR:

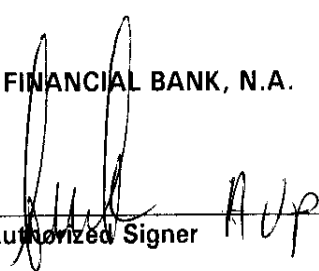
CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED OCTOBER 29, 1991 AND KNOWN AS TRUST #114729-09

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 10-29-1991 and known as Chicago Title Land Trust Company, not personally but as Successor Trustee to LaSalle Bank National Association, Successor Trustee to American National Bank & Trust Company of Chicago, under Trust Agreement dated October 29, 1991 and known as Trust #114729-09.

By:  **Christine C. Yourp**
Land Trust Officer

By: _____
Land Trust Officer
Attestation not required pursuant to corporate by-laws.

LENDER:

MB FINANCIAL BANK, N.A.
X  _____
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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MODIFICATION OF MORTGAGE (Continued)

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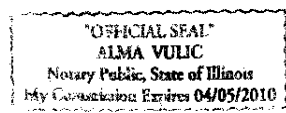
TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)

On this 26th day of SEPTEMBER, 2016 before me, the undersigned Notary Public, personally appeared **Land Trust Officer, and Land Trust Officer, of Chicago Title Land Trust Company**, 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 Alma Vulic Residing at 5215 OLD ORCHARD FR. SLOKIE GR. 60077
 Notary Public in and for the State of ILLINOIS

My commission expires _____



Notary Public, State of Illinois
 My Commission Expires 04/05/2016
 COOK County Clerk's Office

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LENDER ACKNOWLEDGMENT

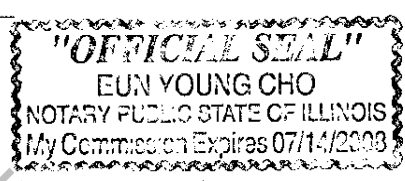
STATE OF IL)
)
) SS
 COUNTY OF COOK)

On this 26th day of September, 2006 before me, the undersigned Notary Public, personally appeared Susan Kim and known to me to be the AVP, 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 Eunyoung Cho Residing at _____

Notary Public in and for the State of _____

My commission expires _____



NOTARY OF COOK COUNTY Clerk's Office