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**RECORDATION REQUESTED BY:**

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

Rosa

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018



Doc#: 0710660028 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/18/2007 10:23 AM Pg: 1 of 4

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

N. Santiago/LR #13698/LN. #E3320  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated March 13, 2007, is made and executed between CHARLES SEATON, whose address is 1560 N SANDBURG TERRACE #2501, CHICAGO, IL 60610-7722 (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 July 20, 1992 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 20, 1992 (the "Mortgage") executed by Charles Seaton ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on August 10, 1992 as document no. 92589468, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on August 10, 1992 as document no. 92589469.

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

PARCEL 1: LOT 151 THROUGH 156, BOTH INCLUSIVE, IN CIRCUIT COURT PARTITION OF BLOCKS 1 AND 8 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL 2: LOTS 147, 148, 149, 150 INCLUSIVE IN CIRCUIT COURT PARTITION OF BLOCKS 1 AND 8

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OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6229-6245 S. Hoyne, Chicago, IL 60636. The Real Property tax identification number is 20-18-314-008-0000, 20-18-314-009-0000, 20-18-314-010-0000, 2018-314-011-0000, 20-18-314-012-0000, 20-18-314-013-0000, 20-18-311-014-0000, 20-18-314-015-0000, 20-18-314-016-0000, AND 20-18-314-017-0000.

**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 March 13, 2007 in the original principal amount of \$57,000.00 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 \$114,000.00.

**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 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.

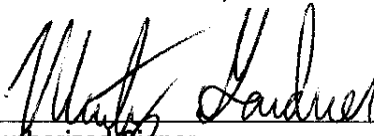
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 13, 2007.**

**GRANTOR:**

x   
CHARLES SEATON

**LENDER:**

**MB FINANCIAL BANK, N.A.**

x   
Authorized Signer

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **CHARLES SEATON**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16<sup>th</sup> day of March, 2007.

By Rosa Ayala Residing at 6111 N. River Rd Rosemont, IL

Notary Public in and for the State of Illinois  
 My commission expires 5-23-2010



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 16<sup>th</sup> day of March, 2007 before me, the undersigned Notary Public, personally appeared Martin Gardner and known to me to be the Authorized Signer, 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 Rosa Ayala Residing at 6111 N. River Rd Rosemont, IL

Notary Public in and for the State of Illinois  
 My commission expires 5-23-2010



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