### **UNOFFICIAL COPY**

#### **RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.
Commercial Banking - Western
Avenue
936 North Western Avenue
Chicago, IL 60622



Doc#: 0710735173 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/17/2007 09:57 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

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This Modification of Mortgage prepared by:

Rosemont, IL 60018

ol/Ln.#7222745/LR#15956, Loan Pec. Specialist MB Financial Bank, N.A. 6111 N. River Road

#### MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated March 28, 2007, is made and executed between European Development, Corp., an Illinois Corporation, whose address is 2934 W. Lake St., Cnicago, IL 60612 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 936 North Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 28, 2005 executed by European Development, Corp., an Illinois Corporation ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 13, 2005 as document no. 0519442272, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 13, 2005 as document no. 0519442273.

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

LOT 4 IN EIGER'S SUBDIVISION OF LOTS 1 TO 12 IN THE SUBDIVISION OF BLOCK 1 (EXCEPT BOULEVARD) IN BUSEY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, 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 5014 S. King Drive, Chicago, IL 60615. The Real Property tax identification number is 20-10-123-019-0000.





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MODIFICATION OF MORTGAGE

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(Continued)

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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 that certain Promissory Note dated as of March 28, 2007 in the original principal amount of \$1,895,000.00 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 prinicpal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$3,790,000.00.

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-cigning 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 ION COPY SOFFICE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 28, 2007.

**GRANTOR:** 

EUROPEAN DEVELOPMENT, CORP.

Marian Avram, President of European Development, Corp.

Marcela Avram, Secretary/Treasurer of European Development,

Corp.

LENDER:

MB FINANCIAL BANK, N.A.

**Authorized Signer** 

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## JNOFFICIAL CC MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT		
STATE OF <u>KUNOIS</u>	)	
	) SS	
COUNTY OFCOde	)	
acknowledged said instruction to be the free and volument the Lender through its board of directors or otherwise	and known to me to be the rethat executed the within and foregoing instrument and ntary act and deed of the said Lender, duly authorized by e, for the uses and purposes therein mentioned, and one this said instrument and that the seal affixed is the Residing at CHICLE CAROLINA CARBAJAL NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 05/24/2010	

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# UNOFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT	
STATE OF THE NOIS	)
. 0.16	) SS
COUNTY OF	)
Public, personally appeared Marian Avram, President and Development, Corp., and known to me to be authority	ized agents of the corporation that executed the
Modification of Mortgage and acknowledged the Modificat corporation, by authority of its Bylaws or by resolution of therein mentioned, and on cath stated that they are as	of its board of directors, for the uses and purposes
executed the Modification on behalf of the corporation.	ch ca Go
Bylgrung	Residing at
Notary Public in and for the State of	- COPEICIAL CEATURE
My commission expires	CAROLINA CARBAJAL NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 05/24/2010
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