

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Division 8  
801 West Madison  
Chicago, IL 60607



Doc#: 0734401048 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/10/2007 08:51 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**

This Modification of Mortgage prepared by:  
N. Santiago/LN #226167/LR 24/00  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



**THIS MODIFICATION OF MORTGAGE** dated July 26, 2007, is made and executed between Thomas DeKoven and Samantha Dekoven, husband and wife, as tenants by the entirety, whose address is 1238 W. Newport Avenue, Chicago, IL 60657 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 801 West Madison, Chicago, IL 60607 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 26, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 26, 2006 (the "Mortgage") executed by Thomas DeKoven and Samantha DeKovan, husband and wife, as tenants by the entirety ("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 September 21, 2006 as document no. 0626447091.

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

THE EAST 5 FEET OF LOT 29 AND ALL OF LOT 30 IN BLOCK 5 IN OLIVER SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1238 W. Newport Avenue, Chicago, IL 60657. The Real Property tax identification number is 14-20-314-027-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

*Handwritten signature/initials*

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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 26, 2007 in the original principal amount of \$2,000,000.00 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 \$4,000,000.00.

**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 endorser 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 JULY 26, 2007.**

GRANTOR:

X   
Thomas DeKoven

X   
Samantha Dekoven

LENDER:

MB FINANCIAL BANK, N.A.

X   
Authorized Signer

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Thomas DeKoven and Samantha Dekoven**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned

Given under my hand and official seal this 31<sup>st</sup> day of August, 2007.  
 By [Signature] Residing at Bou W. Madison  
 Notary Public in and for the State of IL  
 My commission expires 3/22/08

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 31<sup>st</sup> day of August, 07 before me, the undersigned Notary Public, personally appeared BART JOHNSON and known to me to be the \_\_\_\_\_, 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 [Signature] Residing at Bou W. Madison  
 Notary Public in and for the State of IL  
 My commission expires 3/22/08

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## MODIFICATION OF MORTGAGE (Continued)

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