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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Commercial Banking - Morton Grove 6201 W. Dempster Avenue Morton Grove, IL 60053 Doc#: 0813010091 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 05/09/2008 11:26 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, 12 50018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
N. SANTIAGO/LN #4220622/LR #34179
MB Financial Bank, N.A.
6111 N. RIVER ROAD
ROSEMONT, IL 60018

#### MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated January 23, 2008, is made and executed between ORZEN, LLC, whose address is 5852 N. Northwest Highway, Chicago, IL 60631 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 23, 200+ (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of November 23, 2004 (the "Mortgage") executed by Zenon Orlinck and Elzbieta Orlinski ("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 November 24, 2004 as document no. 0432934063, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on November 24, 2004 as document no. 0432934064.

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

LOTS 1, 2 AND 3 IN BLOCK 49 IN FIRST ADDITION TO BEVERLY GATEWAY, BEING A SUBDIVISION OF BLOCK 17, 49, 50 AND 54 IN DEWEY AND VANCE'S SUBDIVISION IN THE SOUTH 1/2 OF SECTION 30, 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 7801-05 S. WESTERN AVENUE, CHICAGO, IL

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#### **MODIFICATION OF MORTGAGE** (Continued)

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The Real Property tax identification number is 20-30-312-001-0000; 20-30-312- 002-0000; & 20-30-312-003-0000.

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 January 23, 2008 in the original principal amount of \$627,838.15 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 \$1,255,676.30.

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. Concent 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 maller 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 JANUARY 23, Clort's Original 2008.

**GRANTOR:** 

ORZEN, LLC

ZENON ORLINSKI, Manager of ORZEN, LLC

LENDER:

MB FINANCIAL BANK. N.A.

**Authorized Signer** 

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4220622	(Continuea)	Page 3
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STATE OF	1	
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COUNTY OF	) 55	
On this DXII	Samury 200	
On this day o	N ORLINSKI, Manager of ORZEN, LLC, and known to	e, the undersigned Notary
designated agent of the limited liab	pility company that executed the Modification of Mor	rtgage and acknowledged
the Modification to be the free ar	nd voluntary act and deed of the limited liability of or its operating agreement, for the uses and purp	company, by authority of
and on oath stated that he or s	she is authorized to execute this Modification as	poses therein mentioned nd in fact executed the
Modification on behalf of the limited	d jahility company.	<b>.</b>
By Maringerma D. L	Residing at Malo	r Home
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Notary Public in and for the State of		IAL SEAL"
My commission expires	NOTARY PUBLIC	SA D. BATTUNG STATE OF ILLINOIS
	My Commission	Expires 11/21/2010 \$
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MODIFICATION OF MORTGAGE
(Continued)

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-	LENDER ACKNOWLEDGMENT	
STATE OF	)	
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COUNTY OF	)	
acknowledged said instrument to the Lender through its board of coath stated that he or she is a corporate seal of said Lender.  By White Living D. It is and for the State  My commission expires	MARIA J NOTARY P My Commi	I foregoing instrument and Lender, duly authorized by therein mentioned, and or nat the seal affixed is the FICIAL SEAL" JESUSA D. BATTUNG UBLIC STATE OF ILLINOIS ssion Expires 11/21/2010
Ovacin Pro Lending, Ver. 5.33.6	Clark	O PR-SECGBA