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Doc#: 0813010100 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/09/2008 11:28 AM Pg: 1 of 6

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Banking - Morton
Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

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 #336136/LR #34364, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated February 17, 2008, is made and executed between Thomas A. Borek as Trustee of the Thomas A. Borek Revocable Living Trust Dated April 13, 1994 (50% Interest), whose address is 412 S. Pine St., Mount Prospect, IL 60056 and Shirley A. Borek as Trustee of the Shirley A. Borek Revocable Living Trust Dated April 13, 1994 (50% Interest), whose address is 412 S. Pine St., Mount Prospect, IL 60056 (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 August 17, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 17, 2000 executed by Thomas A. Borek and Shirley A. Borek, Husband and Wife ("Grantor") for the benefit of First National Bank of Morton Grove N/K/A MB Financial Bank, N.A. ("Lender"), recorded on August 18, 2000 as document no. 00637350, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 18, 2000 as document no. 00637351; modified by Modification of Mortgage recorded on March 27, 2003 as document no. 0030415249.

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

LOTS 11 AND 12 IN OAKTON INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION

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(Continued)**

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27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY ACCORDING TO PLAT THEREOF FILED ON FEBRUARY 21, 1974 AS LR2740200, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 365-391 Kent Avenue, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-27-102-075-0000 and 08-27-102-076-0000.

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 February 17, 2008 in the original principal amount of \$496,571.42 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The Grantor as set forth in the Mortgage is hereby amended from Thomas A. Borek and Shirley A. Borek, Husband and Wife to Thomas A. Borek as Trustee of the Thomas A. Borek Revocable Living Trust Dated April 13, 1994 (50% interest) and Shirley A. Borek as Trustee of the Shirley A. Borek Revocable Living Trust Dated April 13, 1994 (50% interest).

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, 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 CON-

NECTION 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 FEBRUARY 17, 2008.

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GRANTOR:

**THOMAS A. BOREK AS TRUSTEE OF THE THOMAS A. BOREK
REVOCABLE LIVING TRUST DATED APRIL 13, 1994 (50% INTEREST)**

By: 
Thomas A. Borek, Trustee

By: 
Thomas A. Borek, Settlor


**SHIRLEY A. BOREK AS TRUSTEE OF THE SHIRLEY A. BOREK
REVOCABLE LIVING TRUST DATED APRIL 13, 1994 (50% INTEREST)**

By: 
Shirley A. Borek, Trustee

By: 
Shirley A. Borek, Settlor

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

County of Cook Clerk's Office

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of February, 2008 before me, the undersigned Notary Public, personally appeared **Thomas A. Borek, Trustee, and Thomas A. Borek, Settlor, of Thomas A. Borek as Trustee of the Thomas A. Borek Revocable Living Trust Dated April 13, 1994 (50% Interest)**, 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 Patricia Jasper Residing at _____
 Notary Public in and for the State of _____
 My commission expires _____



PUBLIC NOTARY OF COOK COUNTY Clerk's Office

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TRUST ACKNOWLEDGMENT

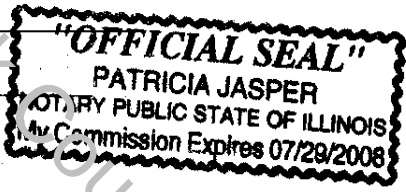
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of February, 2008 before me, the undersigned Notary Public, personally appeared **Shirley A. Borek, Trustee, and Shirley A. Borek, Settlor, of Shirley A. Borek as Trustee of the Shirley A. Borek Revocable Living Trust Dated April 13, 1994 (50% Interest)**, 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 Patricia Jasper Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 15th day of September, 2008 before me, the undersigned Notary Public, personally appeared Don Calandra and known to me to be the J.P., 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 Patricia Jasper Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Clerk's Office