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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Korean Banking 6401 North Lincoln Avenue Lincolnwood, IL 60712

Doc#: 0814010117 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/19/2008 12:20 PM 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 Arepared by:
Stella Periaswamy/Ln #4112132/LR #39943
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated April 2, 2008, is made and executed between Trio-Pines U.S.A., Inc., whose address is 1601 Tonne Road, Elk Grove Village, IL 60007 (refer ed to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 17, 1993 (#) "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 17, 1998 executed by Trio-Pines U.S.A., Inc. ("Grantor") for the benefit of MB Financial Bank, N.A., Successor in Interest to Manufactures Bank ("Lender"), recorded on March 23, 1998 as document no. 98223623, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 23, 1998 as document no. 98223624; modified by Modification of Mortgage dated April 1, 2003 and recorded July 11, 2003 as document no. 0319226130.

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

LOT 254 IN CENTER INDUSTRIAL PART UNIT 140 A SUBDIVISION IN THE NORTH 1/2 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1970 AS DOCUMENT 21230870 IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1601 Tonne Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-34-101-030-0000.

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0814010117 Page: 2 of 4

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4112132

Page 2

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 April 2, 2008 in the original principal amount of \$230,635.69 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 \$461,271.38.

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"). 'this 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, 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 (%) 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

THERETO, 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 WAY 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 APRIL 2, 2008.

GRANTOR:

TRIO-PINES U.S.A., INC.

Gi Se Nam, Vice President of Trio-Pines U.S.A., Inc.

0814010117 Page: 3 of 4

UNOFFICIAL

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4112132

Page 3

LENDER: MB FINANCIAL BANK, N.A Authorized Signer CORPORATE ACKNOWLEDGMENT STATE OF)) SS COUNTY OF On this day of before me, the undersigned Notary Public, personally appeared Gi Se Nam, Vice Presid nt of Trio-Pines U.S.A., Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact elecuted the Modification on behalf of the corporation. Residing at Notary Public in and for the State of ______ My commission expires 2/16/2011My Commission ອັນລາເອຣ 02/16/201

0814010117 Page: 4 of 4

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 4112132	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
•	LENDLY ACKNOTILED ON L. T.	
STATE OF)) ss	
COUNTY OF Look)	
acknowledged said instrument to l	16/2011 NOTA	said Lender, duly authorized by ses therein mentioned, and on d that the seal affixed is the
CASER PRO Lending, Ver. 5.	33.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Right, Rev. Sed IL. FIAPPSICFILEPLIG20	
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