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

Doc#: 0816210008 Fee: \$44.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/10/2008 09:54 AM Pg: 1 of 5

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.#4213562/LR#40888, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated May 13, 2008, is made and executed between Richard R. Callahan and Benedicte M. Wirtz, Husband and Wife, in Joint Tenancy, whose address is 1702 S. Halsted, Chicago, IL 60608 (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 November 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 18, 2002 executed by Richard R. Callahan and Benedicte M. Callahan, Husband and Wife, in Joint Tenancy ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 31, 2002 as document no. 0021463467, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 31, 2002 as document no. 0021463468; modified by Modification of Mortgage recorded on November 18, 2003 as document no. 0332249133.

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

LOT 30 IN B. KAYLOR'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 46 IN CHICAGO TRUSTEES SUBDIVISION OF THE WEST 1/2 WITH PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 733 W. 17th Place, Chicago, IL 60616. The Real Property tax identification number is 17-21-302-009-0000.

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ms
Jm

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(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 May 13, 2008 in the original principal amount of \$232,000.00 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 \$464,000.00

Prior to maturity, the Promissory Note bears interest at a Fixed rate of 5.95%.

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-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 CONNECTION 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 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 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 MAY 13, 2008.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

X [Signature]
Richard R. Callahan

X [Signature]
Benedicte M. Wirtz

LENDER:

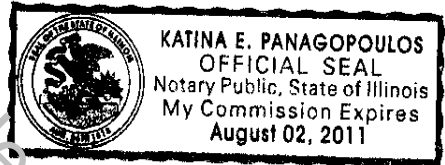
MB FINANCIAL BANK, N.A.

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **Richard R. Callahan and Benedicte M. Wirtz**, 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 15th day of May 2008.

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 8-2-11

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MODIFICATION OF MORTGAGE (Continued)

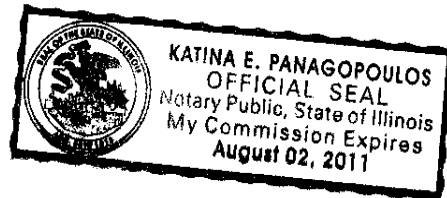
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LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this 1st day of May, 2008 before me, the undersigned Notary Public, personally appeared Bart Jonsson SVP and known to me to be the SV 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 Ky Panagopoulos Residing at Chicago

Notary Public in and for the State of IL

My commission expires 8-2-11

Cook County Clerk's Office