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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



0823218035

Doc#: 0823218035 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/19/2008 12:08 PM Pg: 1 of 5

The property identified as: PIN: 21-31-216-023-0000

Address:

Street: 2815-23 East 81st Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60617

Lender: MB Financial Bank, N.A.

Borrower: Joe Louis Williams Sr., married

Loan / Mortgage Amount: \$670,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 0EA61697-7041-4D1B-9B06-569545F91DDA

Execution date: 07/31/2008

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.
Retail Banking - South Chicago
3030 E. 92nd Street
Chicago, IL 60617

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

Crystal

FOR RECORDER'S USE ONLY
This Modification of Mortgage prepared by:

Stella Periaswamy/Ln #4219069/LR #47413
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

0740

THIS MODIFICATION OF MORTGAGE dated July 31, 2008, is made and executed between Joe Louis Williams Sr., married, whose address is 10055 S. Bensley Ave., Chicago, IL 60617 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 3030 E. 92nd Street, Chicago, IL 60617 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 14, 2004 executed by Joe Louis Williams ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 21, 2004 as document no. 0426534098, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 21, 2004 as document no. 0426534099.

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

LOTS 1 AND 2 IN BLOCK 4 IN ALFRED COWLES ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2815-23 East 81st Street, Chicago, IL 60617. The Real Property tax identification number is 21-31-216-023-0000.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4219969

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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 31, 2008 in the original principal amount of \$335,000.00 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 \$670,000.00.

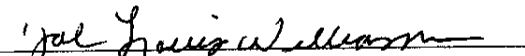
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.

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 JULY 31, 2008.

GRANTOR:

X 
Joe Louis Williams Sr.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4219969

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LENDER:

MB FINANCIAL BANK, N.A.

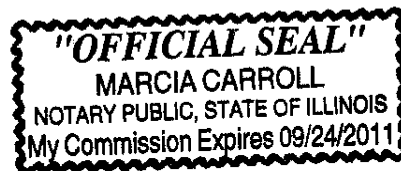
x Marcia Carroll
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **Joe Louis Williams Sr.**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of July, 2009.

By Marcia Carroll Residing at 3030 East 92nd St

Notary Public in and for the State of Illinois Chicago IL 60617

My commission expires 9/24/2011

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4219969

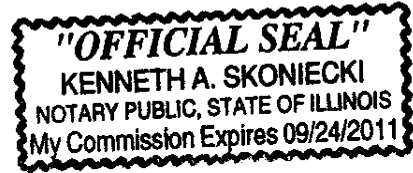
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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



On this 31ST day of JULY, 2008 before me, the undersigned Notary Public, personally appeared MARCIA CARROLL 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 Kenneth A. Skoniecki

Residing at 3030 E. 92ND ST.
CHICAGO IL 60617.

Notary Public in and for the State of ILLINOIS

My commission expires 9-24-2011

COOK County Clerk's Office