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Doc#: 0825217019 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2008 09:31 AM Pg: 1 of 4

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.#277746/LR#47733, Loan Doc. Specialist  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

**MODIFICATION OF MORTGAGE**



\*0740\*

THIS MODIFICATION OF MORTGAGE dated June 27, 2008, is made and executed between Rogelio R. Martinez, a Married Man, whose address is 2516 S. 59th Ave., Cicero, IL 60804 (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 February 27, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 27, 2007 executed by Rogelio Martinez, a married man, but not homestead property ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on March 2, 2007 as document no. 0706105287.

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

LOT 3 AND 4 IN BLOCK 7 IN THE SUBDIVISION OF BLOCKS 4 TO 9 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3551 W. Cortland St., Chicago, IL 60647. The Real Property tax identification number is 13-35-406-012-0000 and 13-35-406-013-0000.

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

3/4  
S-C  
M-J  
P-4  
M-W

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(Continued)**

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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 individually and collectively, (i) that certain Promissory Note dated as of June 27, 2008 in the original principal amount of \$100,000.00 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated June 19, 2006 in the original principal amount of \$292,500.00 executed by Borrower and payable to the order of Lender, (iii) that certain Promissory Note dated June 19, 2006 in the original principal amount of \$225,000.00 executed by Borrower and payable to the order of Lender, all 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 \$1,235,000.00.

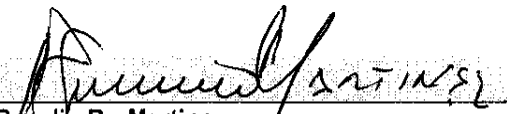
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 JUNE 27, 2008.

GRANTOR:

x   
Rogelio R. Martinez

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

MB FINANCIAL BANK, N.A.

X

Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned Notary Public, personally appeared **Rogelio R. Martinez**, 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.

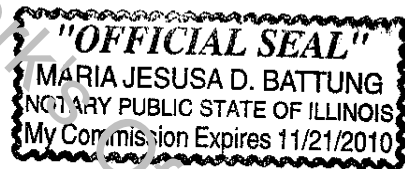
Given under my hand and official seal this 29th day of July, 2008.

By Maria Jesusa D. Battung

Residing at Morton Grove

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Property of Cook County Clerk's Office

