

# UNOFFICIAL COPY



Doc#: 0825217021 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2008 09:34 AM Pg: 1 of 5

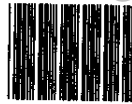
**RECORDATION REQUESTED BY:**  
MB Financial Bank, N.A.  
Commercial Banking - Lemont  
1151 State Street  
Lemont, IL 60439

**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 #4212995/LR #39343, Loan Doc. Specialist  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated July 24, 2008, is made and executed between Parkway Bank & Trust Company, not personally but as Trustee under Trust Agreement dated June 10, 1975 and Known as Trust #2940, whose address is 4800 N. Harlem Ave., Harwood Heights, IL 60706 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1151 State Street, Lemont, IL 60439 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 12, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 12, 2002 executed by Parkway Bank and Trust Company, not personally but as Trustee under Trust Agreement dated June 10, 1975 and known as Trust Number 2940 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on October 9, 2002 as document no. 0021110432, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 9, 2002 as document no. 0021110433; modified by Modification of Mortgage recorded June 30, 2004 as document no. 0418212114; further modified by Modification of Mortgage recorded October 5, 2007 as document no. 0727806004.

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

LOT 3 IN CUMBERLAND MALL, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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M-4  
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JW

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(Continued)**

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The Real Property or its address is commonly known as 4701 N. Cumberland Ave., Norridge, IL 60706. The Real Property tax identification number is 12-14-200-082-0000.

**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 individually and collectively, (i) that certain Promissory Note dated as of July 24, 2008 in the original principal amount of \$2,179,104.72 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of July 24, 2008 in the original principal amount of \$400,000.00 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 \$5,158,209.44.

**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.

upon the direction of its beneficiaries  
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 24, 2008.

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## MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

PARKWAY BANK & TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1975 AND KNOWN AS TRUST #2940

PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 06-10-1975 and known as Parkway Bank & Trust Company, not personally but as Trustee under Trust Agreement dated June 10, 1975 and Known as Trust #2940.

By: \_\_\_\_\_ SEE EXHIBIT A FOR TRUSTEE  
Trust Officer SIGNATURE, ACKNOWLEDGEMENT AND  
EXHIBITATION ATTACHED HERETO AND  
MADE A PART HEREOF.

LENDER:

MB FINANCIAL BANK, N.A.

x William Spoo  
Authorized Signer President West Region

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

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

) SS

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

*See Exhibit A*

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared **Trust Officer, of Parkway Bank & Trust Company**, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

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

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

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) SS

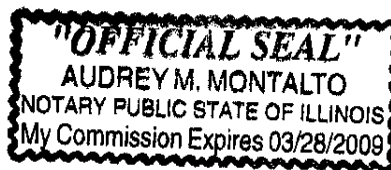
COUNTY OF Cook )

On this 24<sup>th</sup> day of July, 2009 before me, the undersigned Notary Public, personally appeared William A Spoo and known to me to be the President West Region, 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 Audrey Montalto Residing at Bellet IL

Notary Public in and for the State of Illinois

My commission expires 3/28/09.



# UNOFFICIAL COPY EXHIBIT "A"

## TRUSTEE SIGNATURE, EXONERATION AND ACKNOWLEDGMENT RIDER FOR MODIFICATION OF MORTGAGE

This Modification of Mortgage is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 2940 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 2940 as aforesaid and not personally,

By: [Signature]  
ASSISTANT TRUST OFFICER



STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on July 28, 2008.

[Signature]

(Notary Public)

