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Doc#: 0826603042 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2008 10:25 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking Oak
Brook
1400 Sixteenth Street
Oak Brook, IL 60523

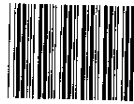
WHEN RECORDED MAIL TO:

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:
N. SANTIAGO/LN #277429/LR #48200
MB Financial Bank, N.A.
6111 N. RIVER ROAD
ROSEMONT, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated July 21, 2008, is made and executed between CHICAGO AND LARABIE GARAGE, INC., whose address is 530 W. CHICAGO, CHICAGO, IL 60610 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 21, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of March 21, 2008 (the "Mortgage") executed by CHICAGO AND LARABIE GARAGE, INC. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 22, 2008 as document no. 0820415054.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 530 W. CHICAGO AVE., CHICAGO, IL 60610.

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 July 21, 2008 in the original principal

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(Continued)**

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amount of \$1,960,000.00 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 \$3,920,000.00.

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 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.

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 21, 2008.

GRANTOR:

CHICAGO AND LARABIE GARAGE, INC.

By: 

JOSEPH ABBAS, President of CHICAGO AND LARABIE GARAGE, INC.

LENDER:

MB FINANCIAL BANK, N.A.

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DePage) SS
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On this 21 day of July, 2008 before me, the undersigned Notary Public, personally appeared **JOSEPH ABBAS, President of CHICAGO AND LARABIE GARAGE, 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 executed the Modification on behalf of the corporation.

By *Joseph Abbas* Residing at *Woodridge IL*

Notary Public in and for the State of Illinois

My commission expires 2/24/12



PROPERTY OF COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

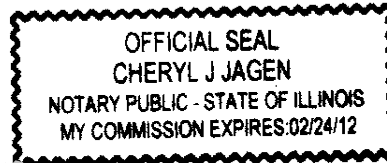
STATE OF Illinois)
 COUNTY OF DuPage) SS
)

On this 21 day of July, 2008 before me, the undersigned Notary Public, personally appeared Robert Bushman and known to me to be the VP, 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 [Signature] Residing at Woodridge IL

Notary Public in and for the State of Illinois

My commission expires 2/24/12



PROPERTY OF COOK COUNTY CLERK'S OFFICE