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Doc#: 0827703058 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/03/2008 02:17 PM Pg: 1 of 4

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Banking -
Lincolnwood
6401 North Lincoln Avenue
Lincolnwood, IL 60712

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:
John Sheahan/Ln #281576/LR #50886/Trans #33137
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated August 19, 2008, is made and executed between Chicago Title Land Trust Company, not personally, but as Trustee under Trust Agreement dated November 9, 2005 and known as Trust No. 8002345329, whose address is 171 N. Clark Street, Suite 575, Chicago, IL 60601 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 19, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 19, 2007 executed by Chicago Title Land Trust Company, not personally but as Trustee Under Trust Agreement Dated November 9, 2005 and Known as Trust No. 8002345329 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 14, 2007 as document no. 0731833135, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on November 14, 2007 as document no. 0731833136, and modified by Modification of Mortgage dated as of January 23, 2008 executed by Grantor for the benefit of Lender, recorded on May 9, 2008 as document no. 0813010097.

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

UNITS B-3627, 1-3627, 2-3627 AND 3-3627 IN THE ROOFTOP VIEW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

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p4
5
m3
YH

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(Continued)**

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THE NORTH 15.00 FEET OF LOT 40 AND SOUTH 15.00 FEET OF LOT 41 IN TRUSTEES SUBDIVISION OF BLOCK 15 IN LAFLIN, SMITH AND DYERS' SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES NORTHEAST CORNER THEREOF) IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 93343242, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3627 N. Sheffield Avenue, Chicago, IL 60613. The Real Property tax identification number is 14-20-228-040-1001; 14-20-228-040-1002; 14-20-228-040-1003 and 14-20-228-040-1004.

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 August 19, 2008 in the original principal amount of \$1,350,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 AUGUST 19, 2008.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 9, 2005 AND KNOWN AS TRUST NO. 8002345329

By: 
Authorized Signer for Chicago Title Land Trust Company, not personally, but as Trustee under Trust Agreement dated November 9, 2005 and known as Trust No. 8002345329

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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LENDER:

MB FINANCIAL BANK, N.A.

x *CBH*
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

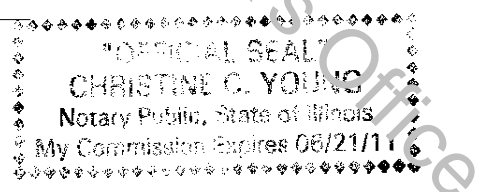
On this 9 day of September, 2008 before me, the undersigned Notary Public, personally appeared JOSEPH F. SOCHACKI, AN OFFICER OF CHICAGO TITLE LAND TRUST COMPANY

, and known to me to be (an) authorized trustee(s) or agent(s) 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/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]* Residing at CHICAGO TITLE LAND TRUST COMPANY
171 NORTH CLARK STREET, SUITE 575
CHICAGO, ILLINOIS 60601

Notary Public in and for the State of Illinois

My commission expires 6-21-11



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LENDER ACKNOWLEDGMENT

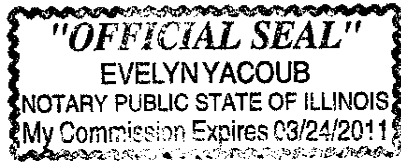
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 8th day of September, 2008 before me, the undersigned Notary Public, personally appeared Eric Brandon and known to me to be the Assistant Vice President 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 9462 Hamlin Ave
Dolphin IL 60018

Notary Public in and for the State of IL

My commission expires 3/24/2011



COOK County Clerk's Office