

# UNOFFICIAL COPY



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

Doc#: 0828413061 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/10/2008 11:18 AM Pg: 1 of 5

**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:  
Stella Periaswamy/Ln #4216493/LR #52170  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated August 23, 2008, is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee to LaSalle Bank National Association, Successor Trustee to Western National Bank of Cicero, as Trustee Under Trust Agreement Dated December 12, 1985 and Known as Trust No. 9693, 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 1151 State Street, Lemont, IL 60439 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 31, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 31, 2001 executed by LaSalle Bank National Association As Successor Trustee Under Trust Agreement Dated December 12, 1985 and Known as Trust No. 9693 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 26, 2002 as document no. 0020223831, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 26, 2002 as document no. 0020223832; modified by Modification of Mortgage dated December 31, 2002 and recorded on February 19, 2003 as document no. 0030230493 and modified by Modification of Mortgage dated April 30, 2003 and recorded on July 11, 2003 as document no 0319226230.

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN BLOCK 11 IN WALKER'S DOUGLAS PARK

3  
S  
M  
P

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

Page 2

Loan No: 4216483

ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

The Real Property or its address is commonly known as 1901 S. Rockwell Street, Chicago, IL 60608. The Real Property tax identification number is 16-24-417-006-0000.

**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 August 23, 2008 in the original principal amount of \$116,712.34 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of July 30, 2008 in the original principal amount of \$450,000.00 executed by Borrower and payable to the order of Lender and (iii) that certain Promissory Note dated as of March 26, 2004 in the original principal amount of \$200,000.00 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 \$1,533,424.68.

**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 endorers 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 AUGUST 23, 2008.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

**GRANTOR:**

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO  
LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO  
WESTERN NATIONAL BANK OF CICERO, AS TRUSTEE UNDER TRUST  
AGREEMENT DATED DECEMBER 12, 1985 AND KNOWN AS TRUST NO.  
9693

By: Margaret A. Donnell ASST. VICE PRESIDENT  
Authorized Signer for Chicago Title Land Trust Company,  
Successor Trustee to LaSalle Bank National Association,  
Successor Trustee to Western National Bank of Cicero, As  
Trustee Under Trust Agreement Dated December 12, 1985 and  
Known as Trust No. 9693

**LENDER:**

MB FINANCIAL BANK, N.A.

Dean [Signature]  
Authorized Signer

This instrument is executed by the undersigned Land Trustee,  
not personally but solely as Trustee in the exercise of the power  
and authority conferred upon and vested in it as such Trustee.  
It is expressly understood and agreed that all the warranties,  
indemnities, representations, covenants, undertakings and  
agreements herein made on the part of the Trustee are  
undertaken by it solely in its capacity as Trustee and are not  
personally assumed by or shall at any time be asserted or enforceable  
against the Trustee on account of any warranty, indemnity,  
representation, covenant, undertaking or agreement of the  
Trustee in this instrument.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

Page 4

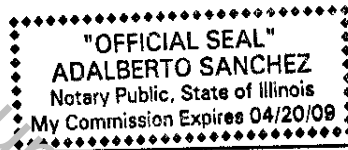
### TRUST ACKNOWLEDGMENT

STATE OF Ill )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of September, 2009 before me, the undersigned Notary Public, personally appeared Margaret O'Donnell ASST. VICE PRESIDENT  
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 1100 Lake St, Ste 165  
Oak Park, Ill. 60301  
 Notary Public in and for the State of Ill  
 My commission expires 4/20/09



County Clerk's Office

# UNOFFICIAL COPY

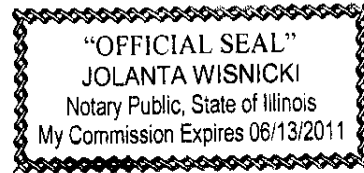
## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this 25<sup>th</sup> day of September, 2008 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ )  
 ) SS

\_\_\_\_\_, 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 Jolanta Wisnicki Residing at LEMONT

Notary Public in and for the State of ILLINOIS

My commission expires 06/13/2011

COOK County Clerk's Office