# 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 Dock County Recorder of Doods

Ocok 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 Stepared by:
Stella Periaswamy/Ln #421 6433/LR #52170
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

#### MODIFICATION OF MORTGAGE



\*0740\*

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 LaSalie Lank 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. 9695 ("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 Lender, recorded 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

AS NOW

0828413061 Page: 2 of 5

### UNOFFICIAL COPY

#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

Page 2

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 Aprich 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 endorsers to the Note, incluring 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

NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, POCUMENT OR AGREEMENT ANY RIGHTS UNDER OR IN CON-

DELIVERED OR WHICH MAY BE ANY DISPUTE OR **ARISING** FRUM RELATED TO THIS AGREEMENT OR (ii) DELIVERED

CONTROVERSY IN CONNECTION WITH, IN OR RELATED TO THIS AGREEMENT OR ANY AMENUMENT, INSTRUMENT, FURTHERANCE OF, DOCUMENT OR AGREEMENT RELATED

THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED FIFTORE A JUDGE AND NOT A JURY;

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.

0828413061 Page: 3 of 5

# UNOFFICIAL COPY

#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

Page 3

**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

**ASST. VICE PRESIDENT** 

Authorized Signa: or Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank National Association, Successor Trustee to Wastern 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

uthorized Signer

Coot County Clert's Office This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power not personally but solely as Trustee in the exercise of the power not personally but solely as Trustee. not personally but solely as Truslee in the exercise of the power and authority conferred upon and vested in it as such Truslee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Truslee are undertaken by it solely in its capacity as Truslee are not undertaken by it solely in its capacity as Truslee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Truslee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Truslee in this instrument. Trustee in this instrument.

0828413061 Page: 4 of 5

### **UNOFFICIAL COPY**

### **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 4216483	(Continued)	Page 4
	TRUST ACKNOWLEDGMENT	
STATE OF		
	) SS	
COUNTY OF <u>Cook</u>	)	
On this day Public, personally ap cared	of <u>September</u> , 2003 befo	ore me, the undersigned Notary
Mortgage and acknowledger th	CHICAGO TITLE LAND TRUST COMPANY  CHICAGO TITLE LAND TRUST COMPANY  AUTHORIZED TRUST COMPANY  LICENSTRUCT PRESENTATION  CHICAGO TITLE LAND TRUST COMPANY  LICENSTRUCT PRESENTATION  LICENSTRUCT PR	act and deed of the trust, by the uses and purposes therein
Notary Public in and for the State	e of Cak	Park, St. 60301
My commission expires	"OFFICIAL S ADALBERTO SA Notary Public, State My Commission Expir	ANCHEZ •
		T'S OFFICE

0828413061 Page: 5 of 5

# **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT  "OFFICIAL SEAL" JOLANTA WISNICKI Notary Public, State of Illinos Notary Public in and for the State of Illinos  Residing at  Residing at  Illinos  Notary Public in and for the State of Illinos  Notary Public in and for illinos  No	oan No: 4216483 (Contin	nued) 	Page 5
TOPFICIAL SEAL" JOLANTA WISNICKI Notary Public, State of Illinois My Commission Expires 06/13/2011  SS My Commission Expires 06/13/2011  DUNTY OF	LENDER ACKNO	OWLEDGMENT	
DUNTY OF	LENDLY ACTION	<b></b>	becoeseseseseseses
Notary Public, State of Illinois  Notary Public, State of Illinois  Notary Public, State of Illinois  My Commission Expires 06/13/2011  Authorized agent for the Lender that executed the within and foregoing instrument an authorized agent for the Lender that executed the within and foregoing instrument and exchowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its boars of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Notary Public in and for the State of			
before me, the undersigned Notar and known to me to be the and known to me to be the all knowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its boars of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Which will be sead of the state of	1/1/1/019	١	
before me, the undersigned Notar and known to me to be the and known to me to be the all knowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its boars of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Which will be sead of the state of	TATE OF	, <del>-</del>	Notary Public, State of Illinois
before me, the undersigned Notar and known to me to be the and known to me to be the all knowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its boars of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Which will be sead of the state of		) <b>S</b> S	
before me, the undersigned Notar and known to me to be the ublic, personally a peared and known to me to be the and who within and foregoing instrument an excused the within and foregoing instrument and sknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and of attributed that he or she is authorized to execute this said instrument and that the seal affixed is the orporate seal of said Lender.  No location Public in and for the State of Residing at	(00//	)	<b>3334</b>
authorized agent for the Lender that executed the Within and Toregotting Instantion of Eknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Which is a said instrument and that the seal affixed is the proporate seal of said Lender.  Residing at	OUNTY OF	,	
authorized agent for the Lender that executed the Within and Toregotting Instantion of Eknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Which is a said instrument and that the seal affixed is the proporate seal of said Lender.  Residing at	A 4.	2000	2
authorized agent for the Lender that executed the Within and Toregotting Instantion of Eknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized be Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and of the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Which is a said instrument and that the seal affixed is the proporate seal of said Lender.  Residing at	day of September		before me, the undersigned Notal
exhowledged said instrument to be the free and voluntary act and purposes therein mentioned, and one Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and one the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.    Valuable	ublic personally appeared		and known to me to be the
exhowledged said instrument to be the free and voluntary act and purposes therein mentioned, and one Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and one the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.    Valuable	au horized agent for the Lender	that executed the	of the said I ender, duly authorized b
TABER PRO Leving, Vis. S 33.00.004 Copt. Hedred Froznet Solutions, Inc. 1907, 2008. All Rights and that the seal affixed is the stated that he or she is authorized to execute this said instrument and that the seal affixed is the proporate seal of said Lender.  Residing at	cknowledged said instrument to be the free and volume	itary act and door	d nursees therein mentioned, and o
Althoraperate seal of said Lender.    Valuation   Commission   Commiss	he Lender through its board of directors or otherwise	e, for the uses at	ment and that the seal affixed is th
Public in and for the State of	ath stated that he or she is authorized to exceed	this said illistici	Heart and that the
John William Residing at			
Ay commission expiresOG   13   2011.  LASER PRO Landing, Ver. 5.35.00.004 Copr. Hartend Financial Solutions, Inc. 1997, 2008. All Rej. a Fill avail 8. F/APP-B/CFRLPI.05201.FC TR-53266 PR-41	Nolouto Li milli	Residing at	LEMONT
Ay commission expiresOG   13   2011.  LASER PRO Landing, Ver. 5.35.00.004 Copr. Hartend Financial Solutions, Inc. 1997, 2008. All Rej. a Fill avail 8. F/APP-B/CFRLPI.05201.FC TR-53266 PR-41	By Johnson Williams		
Ay commission expiresOG   13   2011.  LASER PRO Landing, Ver. 5.35.00.004 Copr. Hartend Financial Solutions, Inc. 1997, 2008. All Rej. a Fill avail 8. F/APP-B/CFRLPI.05201.FC TR-53266 PR-41	The state of 101 NOIS	<u>-</u>	
LASER PRO Lending, Ver. 6.35.00.004 Copr. Hartend Financial Solutions, Inc. 1997, 2008. All Rev. a Fit avail 8. F-(APPE)CFRLPL/G201-FC TR-53296 PR-41	Notary Public in and for the State of		
LASER PRO Lending, Ver. 6.35.00.004 Copr. Hartend Financial Solutions, Inc. 1997, 2008. All Rev. a Fit avail 8. F-(APPE)CFRLPL/G201-FC TR-53296 PR-41	06/13/20!		
LASER PRO Lending, Ver. 6.35.00.004 Copr. Hartend Financial Solutions, Inc. 1997, 2008. All Rev. a Fit avail 8. F-(APPE)CFRLPL/G201-FC TR-53296 PR-41	My commission expires		
		0,	
		96	
	LASER PRO Landing, Var. 5.33.00.004 Copr. Harland Financial Solutions, Inc.	. 1997, 2008. All Rip' & F* aved IL	F:\APPS\CFILPL\G201.FC TR-S3288 PR-41
C/C/T/S OFFICO			
The office of the second secon			-/_
T'S OFF.			· Q.
			7,
			0.0
			0.
			()~
Co			
			CO CO
			C