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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to Oak
Brook Bank
CRE Rosemont Div 4
6111 N. River Road
Rosemont, IL 60018

Doc#: 0901322049 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2009 10:10 AM Pg: 1 of 4

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 #102675/LR #58721/Trans #34226
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated November 26, 2008, is made and executed between Park National Bank, Not Personally But as Successor Trustee to Cosmopolitan Bank and Trust, as Trustee Under Trust Agreement Dated May 17, 2001 and Known as Trust Number 31334, whose address is 801 N. Clark Street, Chicago, IL 60610 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Oak Brook Bank, whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 26, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 26, 2003 executed by Cosmopolitan Bank and Trust, not personally but as Trustee under Trust Agreement dated 5/17/01 and known as Trust #31334 ("Grantor") for the benefit of Oak Brook Bank, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on December 10, 2003 as document no. 0334401316, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 10, 2003 as document no. 0334401317.

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

LOTS 39, 42 AND 43 IN W. B. OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 TO 134 AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

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

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MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1501-07 N. Sedgwick Street, Chicago, IL 60610.
The Real Property tax identification number is 17-04-200-014-0000 and 17-04-200-015-0000.

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 that certain Promissory Note dated as of November 26, 2008 in the original principal amount of \$1,324,916.31 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 \$2,649,832.62.

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.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 26, 2008.

GRANTOR:

PARK NATIONAL BANK, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO COSMOPOLITAN BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 2001 AND KNOWN AS TRUST NUMBER 31334

****For signatures notary and exculpatory provisions of trustee see Rider attached hereto which is expressly incorporated herein and made a part hereof.**

By:

Authorized Signer for Park National Bank, Not Personally But as Successor Trustee to Cosmopolitan Bank and Trust, as Trustee Under Trust Agreement Dated May 17, 2001 and Known as Trust Number 31334

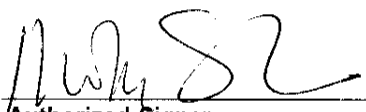
By:

**

Authorized Signer for Park National Bank, Not Personally But as Successor Trustee to Cosmopolitan Bank and Trust, as Trustee Under Trust Agreement Dated May 17, 2001 and Known as Trust Number 31334

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO OAK BROOK BANK

x  _{vr}
Authorized Signer

Cook County Clerk's Office

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This MODIFICATION OF MORTGAGE is executed by the Trustee, Park National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Park National Bank possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Park National Bank, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Park National Bank as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to the Hazardous Substances clause of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental protection Act.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

PARK NATIONAL BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY,

BY: [Signature]
Trust Officer

ATTEST: [Signature]
Land Trust Administrator

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named James S. Galco and Vivian A. Milon, of PARK NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19th day of December A.D., 2008.

[Signature]
NOTARY PUBLIC

