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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Division 8
800 West Madison
Chicago, IL 60607



0901545048

Doc#: 0901545048 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/15/2009 09:23 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:

Arlene Nash, LR #60145, LN #70000447, TR #34256
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated November 27, 2008, is made and executed between Chicago Title Land Trust Company as Successor Trustee to Corus Bank, Formerly Known As Aetna Bank, as Trustee U/T/A Dated 10/24/1995 and Known as Trust No. 10-4413, 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 800 West Madison, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 27, 1997 executed by Corus Bank, Formerly Known As Aetna Bank, as Successor Trustee U/T/A Dated 10/24/1995 and Known as Trust No. 10-4413 ("Grantor") for the benefit of Mid-City National Bank of Chicago, Now Known As MB Financial Bank, N.A. ("Lender"), recorded on January 30, 1997 as document no. 97068519, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 30, 1997 as document no. 97068520; modified by Modification of Mortgage dated as of November 27, 1998, recorded April 19, 1999 as document no. 99373873; further modified by Modification of Mortgage dated November 27, 2003, recorded January 29, 2004 as document no. 0402904015.

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

LOTS 12, 13, 14 AND THE EAST 29-1/2 FEET OF LOT 15 IN LAFLIN AND LOOMIS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE

34
J-C
M-J
P-5
J-W

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

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NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1535 W. Madison Street, Chicago, IL 60607. The Real Property tax identification number is 17-17-101-009-0000.

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 27, 2008 in the original principal amount of \$254,517.66 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 \$1,687,349.94.

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 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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TRUST ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
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On this 30th day of Dec. 2008 before me, the undersigned Notary Public, personally appeared Land Trust Officer, K. MICHEL of Chicago Title Land Trust Company as Successor Trustee to Corus Bank, Formerly Known As Aetna Bank, as Trustee U/T/A Dated 10/24/1995 and Known as Trust No. 10-4413, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Grace Marin Residing at _____

Notary Public in and for the State of IL

My commission expires 3/9/2009



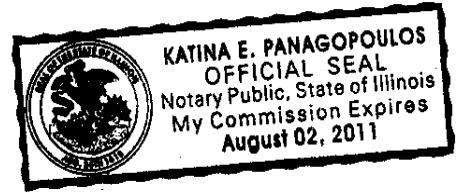
County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 70000447

LENDER ACKNOWLEDGMENT



STATE OF IL)

) SS

COUNTY OF COOK)

On this 29th day of December, 2008 before me, the undersigned Notary Public, personally appeared Bartlett R Johnson and known to me to be the Senior Vice President, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 in fact executed this said instrument on behalf of **MB Financial Bank, N.A.**.

By [Signature]

Residing at 800 W. Madison Chicago IL

Notary Public in and for the State of _____

My commission expires 8.2.11

COOK COUNTY Clerk's Office