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RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. **Loan Documentation** 6111 N. River Rd. Rosemont, IL 60018



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

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



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 1/4 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 Actna 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

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MODIFICATION OF MORTGAGE

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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 littled "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 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 of 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 trat this Modification is given conditionally, based on the representation to Lender that the non-signing pe son 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 OF PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CON-

NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT **DELIVERED OR WHICH MAY BE**

FROM ANY DISPUTE OR ARISING RELATED TO THIS AGREEMENT OR (ii) DELIVERED CONTROVERSY IN CONNECTION WITH, IN

OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, FURTHERANCE OF. **DOCUMENT OR AGREEMENT RELATED**

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

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIES 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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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 27, 2008.

CORPORATE

SEA

CAGO ALINO

GRANTOR:

By: ______ Land /fract Officer

LENDER:

MB FINANCIAL BANK, N.A.

Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding. Shall 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, in ade and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee of for the purpose or with the intention of binding said Trustee personally but are made and infended for the purpose of binding only that portion of the trust property specifically described herein, and this insumment is executed and delivered by said Trustee not in its own right, but solely in the expercise 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 egreement 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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UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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	TRUST ACKNOWLEDGMENT	
trust that executed the Modific voluntary act and deed of the trust	Trust Officer, to Corus Bank, Formerly Known As Aetna t No. 10-4413, and known to me to be an a sation of Mortgage and acknowledged the sat, by authority set forth in the trust docume mentioned, and on oath stated that he or satisfied the Modification on behalf of the trust. Residing at GRA NOTARY PUBL	authorized trustee or agent of the Modification to be the free and nts or, by authority of statute, for she is authorized to execute this
		750

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MODIFICATION OF MORTGAGE

Page 5 (Continued) Loan No: 70000447 LENDER ACKNOWLEDGMENT KATINA E. PANAGOPOULOS OFFICIAL SEAL Notary Public, State of Illinois Commission Expires August 02, 2011) STATE OF _) SS December 1008 before me, the undersigned Notary Lint TO JOHN SOVAND known to me to be the KNOV NU PRESIDENT On this , authorized agent for MB Financial Bank, N.A. that executed the within and foregoing instrument Public, personally appeared and acknowledged said instrument to be the free and voluntary act and deed of MB Financial Bank, N.A., duly authorized by MB Financia! Hank, 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.. Residing at 800 W. madison Chev (L Ву Notary Public in and for the State of My commission expires LASER PRO Lending, Ver. 5.40.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - IL G:\HARLAND\CFI\LPL\G201...C TR-34256 PR-41 - Jert's Office