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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
CRE Rosemont Div 3
6111 N. River Road
Rosemont, IL 60018

Doc#: 0903745008 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2009 08:17 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:

ol/Ln #102632/LR #56615, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated October 20, 2008, is made and executed between 1759-61 Division LLC, an Illinois Limited Liability Company, whose address is 542 N. 3rd Ave., Des Plaines, IL 60016 (referred to below as "Grantor") and MB Financial Bank, N.A., 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 October 10, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 10, 2003 executed by 1759-61 Division LLC, an Illinois Limited Liability Company ("Grantor") for the benefit of Oak Brook Bank N/K/A MB Financial Bank, N.A. ("Lender"), recorded on October 20, 2003 as document no. 0329335106, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 20, 2003 as document no. 0329335107.

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

LOTS 10 AND 11 IN FRICKE AND DOSE'S SUBDIVISION OF BLOCK 4 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, 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 1759-1761 West Division, Chicago, IL 60622. The Real Property tax identification number is 17-06-405-001-0000.

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PS
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JHC

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(Continued)**

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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 October 20, 2008 in the original principal amount of \$955,942.89 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 20, 2008.

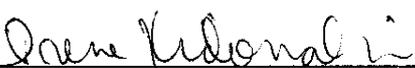
GRANTOR:

1759-61 DIVISION LLC

PETER IATRIDES REVOCABLE TRUST DATED AUGUST 12, 2008,
Member of 1759-61 Division LLC

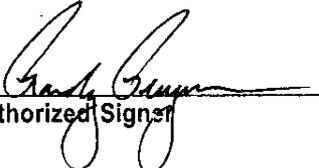
By: 
Peter Iatrides, Trustee of Peter Iatrides Revocable Trust dated
August 12, 2008

IRENE KIDONAKIS REVOCABLE TRUST DATED AUGUST 12, 2008,
Member of 1759-61 Division LLC

By: 
Irene Kidonakis, Trustee of Irene Kidonakis Revocable Trust
dated August 12, 2008

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

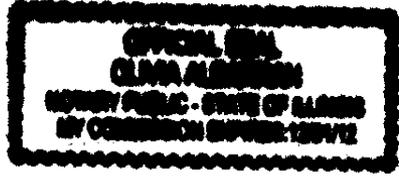
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this TWO day of JANUARY 2009 Peter Iatridis before me, the undersigned Notary Public, personally appeared Peter Iatridis, Trustee of Peter Iatridis Revocable Trust dated August 12, 2008, Member of 1759-61 Division LLC and Irene Kidonakis, Trustee of Irene Kidonakis Revocable Trust dated August 12, 2008, Member of 1759-61 Division LLC, and known to me to be members or designated agents of the limited liability company and executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 12/01/12



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)



On this 21st day of January, 2009 before me, the undersigned Notary Public, personally appeared Randy Krumm and known to me to be the First 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 Rose Marie Thomas Residing at Cook County

Notary Public in and for the State of Illinois

My commission expires May 1, 2011

Cook County Clerk's Office