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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Home Equity/Consumer
Lending
6111 N. River Road
Rosemont, IL 60018



Doc#: 0909034006 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/31/2009 08:03 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

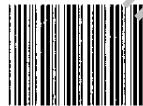
MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

DMacias/Ln #139239565
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated February 28, 2009, is made and executed between Timothy Stearns and Jennifer Stearns, husband and wife, as Joint Tenants, whose address is 1215 W. Watling St., Arlington Heights, IL 60004 (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 February 22, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 22, 2007 executed by Timothy Stearns and Jennifer Stearns ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 11, 2007 as document no. 0710110038.

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

THE NORTHEASTERLY 75 FEET OF LOT 73 AND THE SOUTHWESTERLY 25 FEET OF LOT 74 IN SHERWOOD, A SUBDIVISION OF LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS THE SOUTHWEST 1/4 OF SECTION 19, AFORESAID, (EXCEPT THE WEST 78 ACRES THEREOF MORE OR LESS AND EXCEPT THE SOUTH 25 FEET FOR HIGHWAY) AS SHOWN ON PLAT RECORDED JULY 10, 1930 AS DOCUMENT NUMBER 10701276, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1215 W. Watling St., Arlington Heights, IL 60004.

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The Real Property tax identification number is 03-19-308-014-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of "Note or Credit Agreement" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note or Credit Agreement" means that certain Credit Agreement dated as of February 28, 2009 in the original principal amount of \$120,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

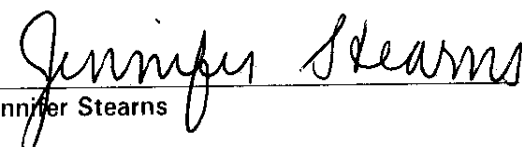
The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$120,000.00.

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 28, 2009.

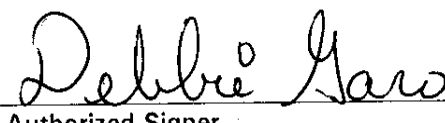
GRANTOR:

X 
Timothy Stearns

X 
Jennifer Stearns

LENDER:

MB FINANCIAL BANK, N.A.

x 
Authorized Signer

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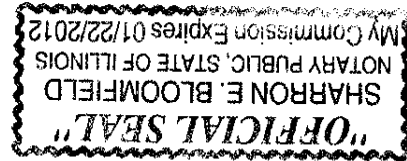
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INDIVIDUAL ACKNOWLEDGMENT



STATE OF Illinois

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COUNTY OF DuPage

On this day before me, the undersigned Notary Public, personally appeared **Timothy Stearns and Jennifer Stearns**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

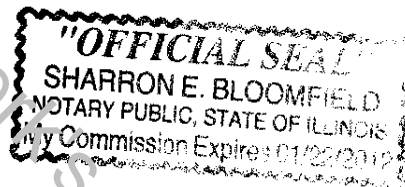
Given under my hand and official seal this 28th day of February, 2009.

By Sharon E. Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-2012

LENDER ACKNOWLEDGMENT



STATE OF Illinois

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COUNTY OF DuPage

On this 28th day of February, 2009 before me, the undersigned Notary Public, personally appeared Subbu Garo and known to me to be the Retail lending officer, 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 Sharon E. Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-2012

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MODIFICATION OF MORTGAGE (Continued)

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