

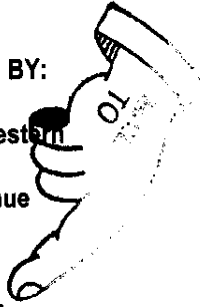
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Doc#: 0910429027 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/14/2009 10:24 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking - Western
Avenue
936 North Western Avenue
Chicago, IL 60622



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 #276993/LR 162637/Trans #34932
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated January 21, 2009, is made and executed between Standard Bank and Trust Company, Not Personally But as Successor Trustee to BankChicago, formerly known as East Side Bank and Trust Company, as Trustee Under Trust Agreement Dated March 15, 1996 and Known As Trust Number 1724, whose address is 7800 W. 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 936 North Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 21, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 21, 2006 executed by Standard Bank and Trust Company, Not Personally But as Successor Trustee to BankChicago, formerly known as East Side Bank and Trust Company, as Trustee Under Trust Agreement dated March 15, 1996 and known as Trust Number 1724 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on October 30, 2006 as document no. 0630313014, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 30, 2006 as document no. 0630313015.

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

LOT 29 (EXCEPT THAT PART OF SAID LOT 29 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, HEREINAFTER MENTIONED) IN JOHN KUHL'S

Syes
DS
S-
m yes
h

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
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SUBDIVISION IN THE SOUTHWEST CORNER OF BLOCK 29 IN THE CANAL TRUSTEES' SUBDIVISION IN THE WEST 1/2 OF SECTION 5, 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 819 N. Ashland Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-05-325-003-0000.

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 individually and collectively, (i) that certain Promissory Note dated as of January 21, 2009 in the original principal amount of \$60,000.00 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of May 4, 2007 in the original principal amount of \$900,000.00 executed by Borrower and payable to the order of Lender, and (iii) that certain Promissory Note dated as of September 30, 2004 in the original principal amount of \$260,000.00 executed by Borrower and payable to the order of Lender, all 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 \$2,440,000.00.

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 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 JANUARY 21, 2009.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO BANKCHICAGO, FORMERLY KNOWN AS EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 1996 AND KNOWN AS TRUST NUMBER 1724.

By: *Patricia Ralphson*, Patricia Ralphson, AVP & TO
Authorized Signer for Standard Bank and Trust Company, Not Personally But as Successor Trustee to BankChicago, formerly known as East Side Bank and Trust Company, as Trustee Under Trust Agreement Dated March 15, 1996 and Known As Trust Number 1724

By: *Donna Diviero*, Donna Diviero, ATO
Authorized Signer for Standard Bank and Trust Company, Not Personally But as Successor Trustee to BankChicago, formerly known as East Side Bank and Trust Company, as Trustee Under Trust Agreement Dated March 15, 1996 and Known As Trust Number 1724

LENDER:

MB FINANCIAL BANK, N.A.

x *Peter D... [Signature]*
Authorized Signer

This instrument is a deed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to accumulate the rents, income and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)

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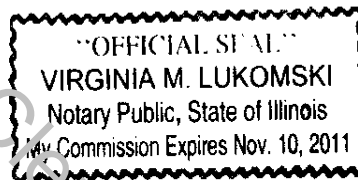
COUNTY OF Cook)

On this 1st day of April, 2009 before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP & TO of Standard Bank and Trust Company, **Not Personally But as Successor Trustee to BankChicago, formerly known as East Side Bank and Trust Company, as Trustee Under Trust Agreement Dated March 15, 1996 and Known As Trust Number 1724** and Donna Diviero, ATO of Standard Bank and Trust Company, **Not Personally But as Successor Trustee to BankChicago, formerly known as East Side Bank and Trust Company, as Trustee Under Trust Agreement Dated March 15, 1996 and Known As Trust Number 1724**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Virginia M. Lukomski Residing at 7800 W. 95th St., Hickory Hills, IL.

Notary Public in and for the State of Illinois

My commission expires _____



PROFESSIONAL COUNTY CLERK'S OFFICE

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LENDER ACKNOWLEDGMENT

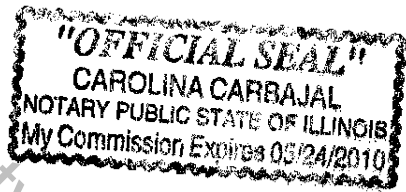
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 31ST day of MARCH, 2009 before me, the undersigned Notary Public, personally appeared PETER ILNYCKI and known to me to be the 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.**.

[Signature] Residing at CHICAGO

Notary Public in and for the State of Illinois

My commission expires 5-24-2010



PROPOSED COUNTY CLERK'S OFFICE