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Doc#: 091122011 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/21/2009 08:51 AM Pg: 1 of 4

RECORDATION REQUESTED BY:  
MB Financial Bank, N.A.  
Commercial Banking - Morton  
Grove  
6201 W. Dempster Avenue  
Morton Grove, IL 60053

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, LN #3211837 (QCR)  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

**MODIFICATION OF MORTGAGE**



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated February 5, 2009, is made and executed between Valdomero Gamez and Maria M. Gamez, also Known as Maria Gamez, His Wife, whose address is 5002 N. Central Park Ave., Chicago, IL 60625 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 3, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 3, 2002 executed by Valdomero Gamez and Maria Gamez ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on May 9, 2002 as document no. 0020533369, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 9, 2002 as document no. 0020533370 and modified by Modification of Mortgage dated February 13, 2004, recorded on July 19, 2004 as document no. 0420112144.

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

LOT 25 IN BLOCK 15 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWESTERN RAILROAD RIGHT OF-WAY AND YARDS) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3252-56 W. Leland Ave., Chicago, IL 60625. The

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(Continued)**

Loan No: 3211837

Page 2

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Real Property tax identification number is 13-14-205-019-0000.

**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 February 5, 2009 in the original principal amount of \$633,342.28 executed by Borrower and payable to the order of Lender and that certain Promissory Note dated as of February 2, 2009 in the original principal amount of \$100,000.00 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 \$1,466,684.56.

**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)

Loan No: 3211837

Page 3

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 5, 2009.

GRANTOR:

X *Valdomero Gamez*  
Valdomero Gamez

X *Maria M. Gamez*  
Maria M. Gamez

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)  
) SS

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **Valdomero Gamez and Maria M. Gamez**, 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 24th day of March, 2009.

By *[Signature]* Residing at Morton Grove

Notary Public in and for the State of IL

My commission expires 3/31/09



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 3211837

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 24<sup>th</sup> day of March, 2009 before me, the undersigned Notary Public, personally appeared Ron Coimbra 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.**

By [Signature] Residing at [Address]

Notary Public in and for the State of Ill

My commission expires 3/31/09



Cook County Clerk's Office