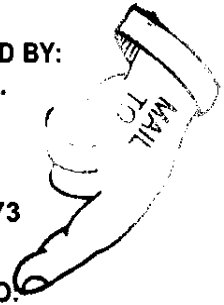


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RECORDATION REQUESTED BY:

**MB Financial Bank, N.A.
Commercial Banking -
Southwest
475 E. 162nd Street
South Holland, IL 60473**



Doc#: 0913322049 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/13/2009 10:01 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:

**John Sheahan/Ln #14547870001/LR #69260/Trans #35690
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated March 7, 2009, is made and executed between **SOUTH PARK PROPERTIES, LLC**, an Illinois limited liability company, whose address is 1607 S. PARK AVENUE, SOUTH HOLLAND, IL 60473 (referred to below as "Grantor") and **MB Financial Bank, N.A.**, whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 28, 2003 executed by South Park Properties, LLC ("Grantor") for the benefit of South Holland Trust & Savings Bank, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on May 6, 2003 as document no. 0312633003, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 6, 2003 as document no. 0312633004, and modified by Modification of Mortgage dated as of May 12, 2008 executed by Grantor for the benefit of Lender, recorded on July 7, 2008 as document no. 0818910080.

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

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 836.562 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 15, THENCE NORTH 70 FEET, THENCE WEST 150.25 FEET, THENCE SOUTH 70 FEET, THENCE EAST 150.25 FEET TO THE

*S yes
P 4
S -
m yes
J*

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 14547870001

(Continued)

Page 2

POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 16074 S. Park Avenue, South Holland, IL 60473.
The Real Property tax identification number is 29-15-307-037-0000.

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 March 7, 2009 in the original principal amount of \$166,756.32 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of October 7, 2008 in the original principal amount of \$219,000.00 executed by Borrower and payable to the order of Lender, and (iii) that certain Promissory Note dated as of June 15, 2008 in the original principal amount of \$150,000.00 executed by South Park Hardware, LLC 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 \$1,071,512.64.

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 CON-

NECTION 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

THERE TO, 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: 14547870001

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 MARCH 7, 2009.

GRANTOR:

SOUTH PARK PROPERTIES, LLC

By: *Donald D. Ter Haar*
DONALD D. TER HAAR, Manager of SOUTH PARK PROPERTIES, LLC

LENDER:

MB FINANCIAL BANK, N.A.

x *Candice Di Tala*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

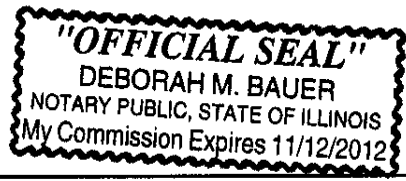
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On this 30th day of April, 2009 before me, the undersigned Notary Public, personally appeared DONALD D. TER HAAR, Manager of SOUTH PARK PROPERTIES, LLC, and known to me to be a member or designated agent of the limited liability company that executed 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Deborah M. Bauer* Residing at Cook

Notary Public in and for the State of IL

My commission expires 11-12-12



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 14547870001

Page 4

LENDER ACKNOWLEDGMENT

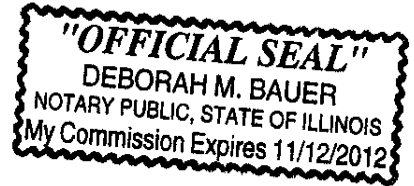
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of April, 2009 before me, the undersigned Notary Public, personally appeared Candice Ditela and known to me to be the Commercial Banking 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 Deborah Bauer Residing at Cook

Notary Public in and for the State of Illinois

My commission expires 11-12-12



Cook County Clerk's Office