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Doc#: 0916941086 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/18/2009 03:40 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Retail Banking - Niles
7557 W. Oakton Street
Niles, IL 60714

WHEN RECORDED MAIL TO:

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

Christine Brouillette

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Arlene Nash, LR #70547
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated June 8, 2009, is made and executed between Arthur Resendez, whose address is 17807 Locust Street, Lansing, IL 60438 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 7557 W. Oakton Street, Niles, IL 60714 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 8, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 8, 2004 executed by Arthur Resendez ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on October 15, 2004 as document no. 0428902180, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 15, 2004 as document no. 0428902181.

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

LOTS 8 TO 13, INCLUSIVE, IN BLOCK 3 IN LINCOLN SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF LAKE SHORE AND MICHIGAN SOUTHERN RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8549 S. South Chicago Avenue, Chicago, IL 60617. The Real Property tax identification number is 20-36-419-026-0000.

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

MGR MB

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(Continued)**

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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 June 8, 2009 in the original principal amount of \$259,310.92 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 \$518,621.84.

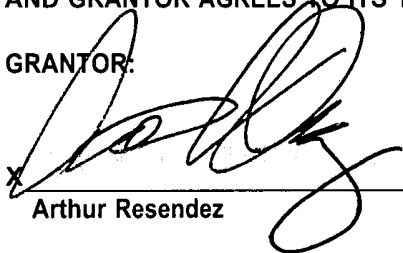
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 8, 2009.

GRANTOR:



Arthur Resendez

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LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)



On this day before me, the undersigned Notary Public personally appeared **Arthur Resendez**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of June, 2009.
By Marcia Carroll Residing at 3030 E. 92nd St Chicago, IL
Notary Public in and for the State of Illinois
My commission expires 9/24/2011

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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On this 11 day of June, 2009 before me, the undersigned Notary Public, personally appeared Anthony Brylewski and known to me to be the loan 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 Christine A Brouillette Residing at 6111 N River Rd
Rosemont IL 60018
 Notary Public in and for the State of Illinois
 My commission expires 3-31-2013

County Clerk's Office