



Doc#: 0924429011 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/01/2009 10:36 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
successor in interest to  
Heritage Community Bank  
Commercial Homewood  
18301 S. Halsted Street  
Glenwood, IL 60425

**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 #8001367  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated May 2, 2009, is made and executed between Wabash To Michigan On Pershing Road, LLC, whose address is 3933 S. Wells, Unit #1, Chicago, IL 60609 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to Heritage Community Bank, whose address is 18301 S. Halsted Street, Glenwood, IL 60425 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 2, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 2, 2007 executed by Wabash to Michigan on Pershing Road, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. as success in interest to Heritage Community Bank ("Lender"), recorded on November 19, 2007 as document no. 0732342040 and modified by Modification of Mortgage dated March 14, 2008, recorded on April 8, 2008 as document no. 0809957020.

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

**PARCEL 1:**

THE EAST 31 FEET OF THE WEST 155.0 FEET OF THE SOUTH 97 FEET OF BLOCK 2 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 17 FEET DEDICATED FOR AN ALLEY) IN COOK COUNTY, ILLINOIS

SY  
PE  
SN  
Sps M.J.W.  
/R

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(Continued)**

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**PARCEL 2:**

THE EAST 31 FEET OF THE WEST 186 FEET OF THE SOUTH 97 FEET OF BLOCK 2 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 17 FEET DEDICATED FOR AN ALLEY) IN COOK COUNTY, ILLINOIS

**PARCEL 3:**

THE WEST 28.80 FEET OF THE WEST 183.30 FEET OF THE SOUTH 97 FEET OF BLOCK 2 IN PAGE'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 17 FEET DEDICATED FOR AN ALLEY) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 58, 62 and 66 E. Pershing Road, Chicago, IL 60653

**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 May 2, 2009 in the original principal amount of \$161,000.00 executed by Borrower and payable to the order of Lender, and that certain Promissory Note dated as of March 13, 2009 in the original principal amount of \$469,895.08 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 \$1,261,790.16.

**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

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

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## MODIFICATION OF MORTGAGE (Continued)

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THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

**CROSS DEFAULT.** Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 2, 2009.**

**GRANTOR:**

WABASH TO MICHIGAN ON PERSHING ROAD, LLC

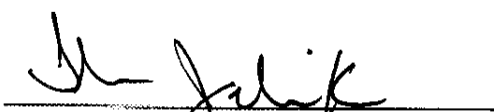
By:

  
John E. Martin, Manager of Wabash To Michigan On Pershing Road, LLC

**LENDER:**

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO HERITAGE COMMUNITY BANK

x

  
Authorized Signer

Property Cook County Clerk's Office

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

)  
) SS

COUNTY OF COOK

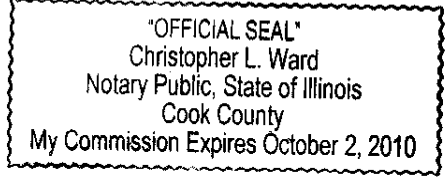
On this August 13, 2009 day of John E. Martin before me, the undersigned Notary Public, personally appeared John E. Martin, Manager of Wabash To Michigan On Pershing Road, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage 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 [Signature]

Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 10/2/2010



COOK County Clerk's Office

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
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 ) SS  
 COUNTY OF COOK )

On this 13<sup>th</sup> day of August, 2009 before me, the undersigned Notary Public, personally appeared Thomas J. Lisek and known to me to be the Vice-President, authorized agent for MB Financial Bank, N.A. successor in interest to Heritage Community Bank 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. successor in interest to Heritage Community Bank, duly authorized by MB Financial Bank, N.A. successor in interest to Heritage Community Bank 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. successor in interest to Heritage Community Bank.

By Jean M. Lamberth Residing at Trisley Park

Notary Public in and for the State of Illinois

My commission expires 9/24/2011

