



Doc#: 0926408104 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/21/2009 09:52 AM Pg: 1 of 5

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

032009156  
CTIC-HE

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 16-30-106-034-0000

**Address:**

**Street:** 6909 riverside dr

**Street line 2:**

**City:** berwyn

**State:** IL

**ZIP Code:** 60402

**Lender:** MB Financial Bank

**Borrower:** John Feil

**Loan / Mortgage Amount:** \$180,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 9123210A-62C0-4CA2-A7F3-038EF446F667

**Execution date:** 09/01/2009

5

**UNOFFICIAL COPY****RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Home Equity/Consumer  
Lending  
6111 N. River Road  
Rosemont, IL 60018

**WHEN RECORDED MAIL TO:**

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

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**FOR RECORDER'S USE ONLY**
**This Modification of Mortgage prepared by:**

DMacias/Ln #140366465  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

**MODIFICATION OF MORTGAGE**

\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated September 1, 2009, is made and executed between John E. Feil and Laverne Feil, his wife, whose address is 6909 Riverside Dr., Berwyn, IL 60402 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 24, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 24, 2009 executed by John E. Feil and Laverne Feil ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on May 11, 2009 as document no. 0913108042. **AND A MODIFICATION of Mortgage dated July 13, 2009 and recorded July 23, 2009 as document No 0920408104**  
**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois: 063

LOT 165 IN 22ND STREET LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE EAST 41 ACRES) LYING NORTH OF RIVERSIDE PARKWAY OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6909 Riverside Dr., Berwyn, IL 60402. The Real Property tax identification number is 16-30-106-034-0000.

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

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 140366465

(Continued)

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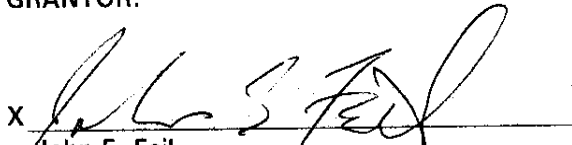
The definition of "Credit Agreement" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Credit Agreement" means that certain Equity Line Agreement and Disclosure dated as of September 1, 2009 in the original principal amount of \$180,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

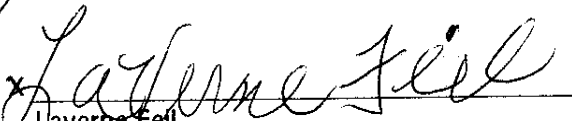
The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$180,000.00.

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2009.**

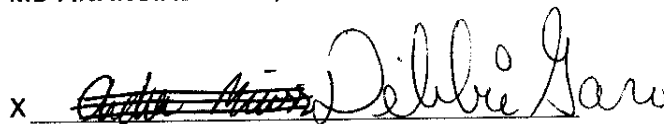
GRANTOR:

X   
John E. Feil

X   
Laverne Feil

LENDER:

MB FINANCIAL BANK, N.A.

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 140366465

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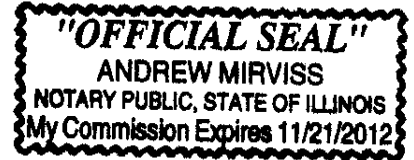
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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **John E. Feil and Laverne Feil**, 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 1<sup>st</sup> day of September, 2009.

By Andrew Mirviss Residing at 7222 W Cermak Rd  
North Riverside, IL 60546

Notary Public in and for the State of Illinois

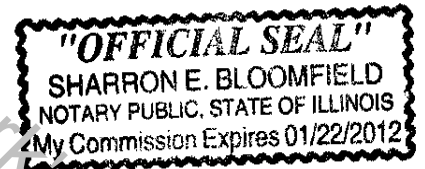
My commission expires 11-21-12

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

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) SS

COUNTY OF DuPage



On this 1<sup>st</sup> day of September, 2009 before me, the undersigned Notary Public, personally appeared Debbi Garo and known to me to be the Retail Underwriter, 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 Sharon E. Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-2012

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## MODIFICATION OF MORTGAGE

(Continued)

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