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Doc#: 0927345059 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/30/2009 09:41 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Glenwood
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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Arlene Nash, LN #288355
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated June 22, 2009, is made and executed between Michael O. Brown and Yvette L. Brown, his wife, not as joint tenants nor as tenants in common, but as tenants by the entirety, whose address is 2921 Scott Crescent, Flossmoor, IL 60422-1725 [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 November 14, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 14, 2003 executed by Michael O. Brown ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 4, 2003 as document no. 033384285, and a Modification of Mortgage dated December 19, 2008 executed by Michael O. Brown and Yvette L. Brown, as husband and wife, not as joint tenants nor as tenants in common, but as tenants by the entirety, for the benefit of Lender, recorded on January 12, 2009 as document no. 0901257007.

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

LOT 30 IN BLOCK 2 IN HEATHER HILL FIRST ADDITION, BEING RAYMOND L. LUTGERT'S SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 16, 1964 AS DOCUMENT NUMBER 2140267, IN COOK COUNTY, ILLINOIS

SY
PH
S-y
M
CE

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 8000725

Page 2

The Real Property or its address is commonly known as 2921 Scott Crescent, Flossmoor, IL 60422. The Real Property tax identification number is 31-12-119-047-0000. ✓

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 June 22, 2009 in the original principal amount of \$41,164.92 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 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.

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 22, 2009.

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Loan No: 8000725

MODIFICATION OF MORTGAGE (Continued)

Page 3

GRANTOR:

x Michael O. Brown
Michael O. Brown

x Yvette L. Brown
Yvette L. Brown

LENDER:

MB FINANCIAL BANK, N.A.

x [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Will

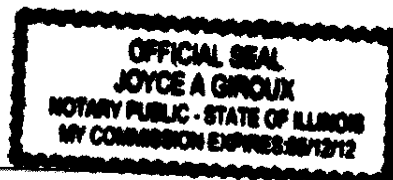
On this day before me, the undersigned Notary Public, personally appeared Michael O. Brown and Yvette L. Brown, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of September, 2009.

By Joyce A Giroux Residing at 643 Reed St., Beach, IL 60401

Notary Public in and for the State of ILLINOIS

My commission expires 5/12/2012



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8000725

Page 4

LENDER ACKNOWLEDGMENT

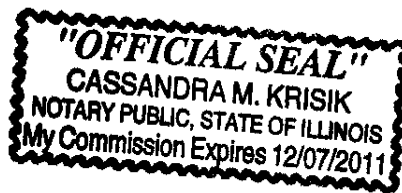
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 10th day of September, 2009 before me, the undersigned Notary Public, personally appeared Thomas Jalinek 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 Cassandra M. Krisk Residing at _____

Notary Public in and for the State of Illinois

My commission expires 12/7/11



Cook County Clerk's Office