

# UNOFFICIAL COPY



0934104147

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
successor in interest to InBank  
Commercial Oak Forest  
15533 South Cicero Avenue  
Oak Forest, IL 60452

Doc#: 0934104147 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/07/2009 10:01 AM Pg: 1 of 6

**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 #1235744-9008  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated July 3, 2009, is made and executed between MB Financial Bank, N.A. as successor to InBank, F/K/A Interstate Bank, as Trustee U/T/A #02-364, whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to InBank, whose address is 15533 South Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 3, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 3, 2006 executed by Interstate Bank, As Trustee U/T/A Dated 9/18/02 A/K/A Trust #02-364 ("Grantor") for the benefit of MB Financial Bank, N.A., as successor in interest to InBank, Successor to Interstate Bank ("Lender"), recorded on September 7, 2006 as document no. 0625041042, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 7, 2006 as document no. 0625041043.

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

UNITS 3 AND 4 IN CREEKVIEW II CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

✓ LOT 5 (EXCEPT THE EAST 70 FEET THEREOF) IN BLOCK 10 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13,

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

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EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150) AS PER PLAT RECORDED APRIL 25, 1929 AS DOCUMENT 10351098 (AND EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: WHICH WAS CONDEMNED FOR THE BENEFIT OF THE STATE OF ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 5 (ALSO BEING THE EAST LINE OF HARLEM AVENUE) A DISTANCE OF 30.0 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 46.409 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID LOT 5 A DISTANCE OF 55.25 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" MADE BY STANDARD BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 12, 1989 KNOWN AS TRUST NUMBER 12438 AND RECORDED AS DOCUMENT 91093710 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

- ✓ The Real Property or its address is commonly known as 17023 & 17025 S. Harlem Ave., Tinley Park, IL 60477. The Real Property tax identification number is 28-30-112-016-1003 and 28-30-112-016-1004.

**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 July 3, 2009 in the original principal amount of \$433,135.87 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 \$866,271.74.

**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 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

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## MODIFICATION OF MORTGAGE (Continued)

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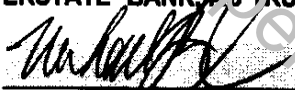
**ACTION BY LENDER IN ENFORCING**

**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 JULY 3, 2009.**

**GRANTOR:**

**MB FINANCIAL BANK, N.A. AS SUCCESSOR TO INBANK, F/K/A INTERSTATE BANK, TRUSTEE U/T/A 02-364.**

By:   
Land Trust Officer

**LENDER:**

**MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO INBANK**

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF ILL )

) SS

COUNTY OF Will )

On this 3 day of July, 2009 before me, the undersigned Notary Public, personally appeared Land Trust Officer, Mike Nyles of MB Financial Bank, N.A. as successor to InBank, FIA Interstate Bank, as Trustee U/T/A 02-364. , and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Roberta L. Mitchell Residing at \_\_\_\_\_

Notary Public in and for the State of ILL

My commission expires 3-16-10



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILL )

) SS

COUNTY OF Will )

On this 30th day of July, 2009 before me, the undersigned Notary Public, personally appeared Robert ROMERO and known to me to be the VP, authorized agent for **MB Financial Bank, N.A. successor in interest to InBank** 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 InBank**, duly authorized by **MB Financial Bank, N.A. successor in interest to InBank** 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 InBank**.

By Roberta L. Mitchell Residing at \_\_\_\_\_

Notary Public in and for the State of ILL

My commission expires 3-16-10



Notary's Office

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## GENERAL DOCUMENT EXONERATION RIDER

This document is executed by MB Financial Bank, N.A. as successor to InBank, not personally but as Trustee, in the exercise of power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that nothing in said document shall be construed to create any liability on said Trustee personally to pay any indebtedness accruing hereunder, or to perform any covenants, either express or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document, all such liability, if any, being expressly waived by the parties and their respective successors and assigns and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has not control over the management thereof or the income therefrom, and has no knowledge of any factual matters with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this Rider and of the document to which it is attached on any question of liability or obligation resting upon said Trustee, the terms of this Rider shall control.

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