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Doc#: 0935022067 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/16/2009 10:59 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Banking - Western
Avenue
936 North Western Avenue
Chicago, IL 60622

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,
ol/Ln #4220306/LR #88277, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated October 5, 2009, is made and executed between Standard Bank and Trust Company, not personally but as Successor Trustee to BankChicago Trust Company, Successor Trustee to East Side Bank and Trust Company, as Trustee under Trust Agreement dated March 15, 1996 and Known as Trust #1724, whose address is 7800 W. 95th St., Hickory Hills, IL 60157 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 936 North Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 30, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 30, 2004 executed by Standard Bank and Trust Company, not personally but as Successor Trustee to BankChicago Trust Company, Successor Trustee to East Side Bank and Trust Company, as Trustee U/T/A Dated March 15, 1996 and Known as Trust Number 1724 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 1, 2004 as document no. 0430641102, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on November 1, 2004 as document no. 0430641103.

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

LOT 29 (EXCEPT THAT PART OF SAID LOT 29 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5 HEREINAFTER MENTIONED) IN JOHN KUHL'S

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CE

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(Continued)**

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SUBDIVISION IN THE SOUTHWEST CORNER OF BLOCK 29 IN THE CANAL TRUSTEES' SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 819 N. Ashland, Chicago, IL 60622. The Real Property tax identification number is 17-05-325-003-0000.

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 individually and collectively, (I) that certain Promissory Note dated as of October 5, 2009 in the original principal amount of \$238,921.94 executed by Borrower and payable to the order of Lender, (II) that certain Promissory Note dated as of May 4, 2007 in the original principal amount of \$900,000.00 executed by Borrower and payable to the order of Lender, all 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 \$2,277,843.88.

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 ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 2009.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO BANKCHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED 3/15/1995 AND KNOWN AS TRUST #1724

STANDARD BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 03-15-1995 and known as Standard Bank and Trust Company, not personally but as Successor Trustee to BankChicago Trust Company, Successor Trustee to East Side Bank and Trust Company, as Trustee under Trust Agreement dated 3/15/1995 and Known as Trust #1724.

By: Patricia Ralphson
Trust Officer Patricia Ralphson, aVP

Attest Donna Diviero
Donna Diviero, ATO

LENDER:

MB FINANCIAL BANK, N.A.

X Peter Blunzy
Authorized Signer

I, the undersigned, hereby certify that I am a duly qualified and licensed Trust Officer for the State of Illinois and that I am duly sworn and qualified to perform the duties of a Trust Officer. I have read the foregoing Modification of Mortgage and the Mortgage to which it relates and I have explained the contents and effect of the same to the Grantor and the Lender. I have also explained to the Grantor and the Lender the nature and effect of the same and the consequences of the same. I have also explained to the Grantor and the Lender the nature and effect of the same and the consequences of the same. I have also explained to the Grantor and the Lender the nature and effect of the same and the consequences of the same. I have also explained to the Grantor and the Lender the nature and effect of the same and the consequences of the same.

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

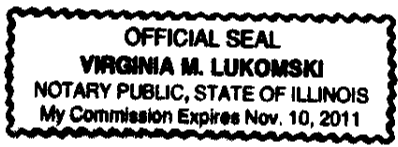
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 25th day of November 2009 before me, the undersigned Notary Public, personally appeared Trust Officer, Patricia Ralphson & Donna Dierke of Standard Bank and Trust Company, Trustee of Standard Bank and Trust Company, not personally but as Successor Trustee to BankChicago Trust Company, Successor Trustee to East Side Bank and Trust Company, as Trustee under Trust Agreement dated 3/15/1995 and Known as Trust #1724, 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 Virginia M. Lukomski Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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LENDER ACKNOWLEDGMENT

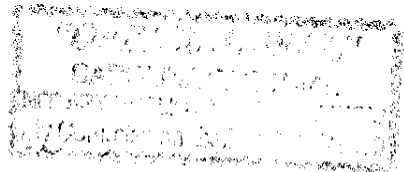
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 20th day of NOVEMBER, 2009 before me, the undersigned Notary Public, personally appeared PETER ILNYCKYJ 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 [Signature] Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires 5-24-2010



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