

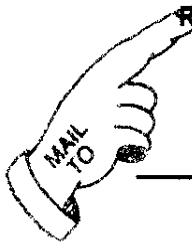
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**RECORDATION REQUESTED BY:**  
MB Financial Bank, N.A.  
Private Banking  
6111 N. River Road  
Rosemont, IL 60018

Doc#: 1002504209 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/25/2010 01:08 PM Pg: 1 of 4

**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:  
DMacias/LR#91485/LN#137549235  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



**THIS MODIFICATION OF MORTGAGE** dated November 17, 2009, is made and executed between John J. Svabek and Rose M. Svabek, his wife, as joint tenants, whose address is 12400 S. Nashville Ave., Palos Heights, IL 60463 (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 17, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 17, 2004 executed by John J. Svabek and Rose M. Svabek ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 10, 2004 as document no. 0434503111.

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

LOT 2 IN COLLEGE VIEW SUBDIVISION, A SUBDIVISION OF THE SOUTH 407 FEET OF THE EAST 7 ACRES OF THE NORTH 10 ACRES OF THE WEST 15 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12400 S. Nashville Ave., Palos Heights, IL 60463. The Real Property tax identification number is 24-30-421-009-0000.

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

Y	4	16	Y	Y	16	16
S	P	S	M	S	E	INT

+PS

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

Loan No: 137549065

Page 2

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 Credit Agreement dated as of November 17, 2009 in the original principal amount of \$583,655.00 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 \$583,655.00.

**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 NOVEMBER 17, 2009.**

GRANTOR:

X

  
John J. Svabek

X

  
Rose M. Svabek

LENDER:

MB FINANCIAL BANK, N.A.

X

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

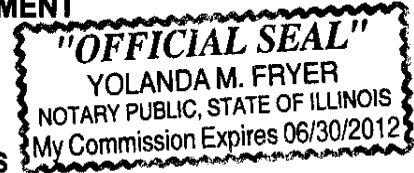
Loan No: 137549065

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



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) SS  
)

On this day before me, the undersigned Notary Public, personally appeared **John J. Svabek and Rose M. Svabek**, 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 17<sup>th</sup> day of November, 2009.

By Yolanda M. Fryer Residing at 800 W. Madison

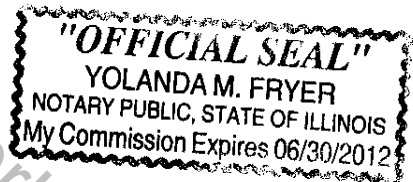
Notary Public in and for the State of Illinois 06/30/2012

My commission expires \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



)  
) SS  
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On this 17<sup>th</sup> day of November, 2009 before me, the undersigned Notary Public, personally appeared Nicole Bullino and known to me to be the Private Banking Officer, 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 Yolanda M. Fryer Residing at 800 W. Madison

Notary Public in and for the State of Illinois

My commission expires 06/30/2012

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 137549065

Page 4

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