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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Managed Assets
6111 N River Road
Rosemont, IL 60018



Doc#: 100922123 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/09/2010 03:25 PM Pg: 1 of 5

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:

Ln #271777911/Trans #39145, Loan Doc. Specialist (ol)
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated February 15, 2010, is made and executed between North Star Trust Company, not personally but as Successor Trustee to MB Financial Bank, N.A., Successor Trustee to South Holland Trust & Savings Bank, as Trustee under Trust Agreement dated February 3, 1979 and Known as Trust #4521, whose address is 500 W. Madison St., Suite #3150, Chicago, IL 60661 (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 19, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 19, 1999 executed by South Holland Trust & Savings Bank ("Grantor") for the benefit of South Holland Trust and Savings Bank N/K/A MB Financial Bank, N.A. ("Lender"), recorded on December 3, 1999 as document no. 09128745, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 3, 1999 as document no. 09128746; modified by Modification of Mortgage recorded on December 8, 2004 as document no. 0434304002 .

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

LOTS 10 AND 11 (EXCEPT THE NORTH 29 FEET OF LOT 10) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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(Continued)

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The Real Property or its address is commonly known as 16126 South Park Avenue, South Holland, IL 60473. The Real Property tax identification number is 29-15-307-048-0000.

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 February 15, 2010 in the original principal amount of \$113,740.23 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 \$227,480.46.

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 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

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 FEBRUARY 15, 2010.

GRANTOR:

NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A., SUCCESSOR TRUSTEE TO SOUTH HOLLAND TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 3, 1979 AND KNOWN AS TRUST #4521

NORTH STAR TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 02-03-1979 and known as North Star Trust Company, not personally but as Successor Trustee to MB Financial Bank, N.A., Successor Trustee to South Holland Trust & Savings Bank, as Trustee under Trust Agreement dated February 3, 1979 and Known as Trust #4521.

By: *Mark Edwards*
Trust Officer

Miss Lucy A. Sprape

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

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TRUST ACKNOWLEDGMENT

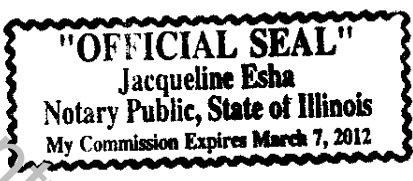
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 23rd day of March, 2010 before me, the undersigned Notary Public, personally appeared **Trust Officer**, _____ of **North Star Trust Company, Trustee of North Star Trust Company, not personally but as Successor Trustee to MB Financial Bank, N.A., Successor Trustee to South Holland Trust & Savings Bank, as Trustee under Trust Agreement dated February 3, 1979 and Known as Trust #4521**, 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 [Signature] Residing at Cook

Notary Public in and for the State of Illinois

My commission expires _____



PROBATE CLERK'S OFFICE OF COOK COUNTY

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

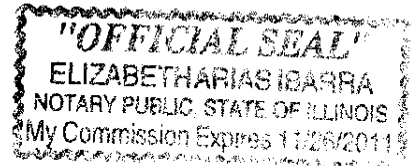
COUNTY OF Cook) SS)

On this 26th day of MARCH, 2010 before me, the undersigned Notary Public, personally appeared DAVID M. Beck and known to me to be the Assistant 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 Elizabeth Ibarra Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 11/26/2011



County Clerk's Office