

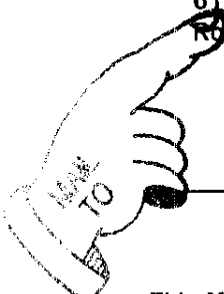
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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
successor in interest to InBank
Commercial Oak Forest
15533 South Cicero Avenue
Oak Forest, IL 60452



Doc#: 1009922127 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/09/2010 03:25 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:
Stella Periaswamy/Ln #393172(9001/LR #95912
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated July 7, 2009, is made and executed between 5047-49 W. Belmont, LLC, an Illinois Limited Liability Company, whose address is 1725 E. 79th Street, Chicago, IL 60649 (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 7, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 7, 2006 executed by 5047-49 W. Belmont, LLC as Illinois Limited Liability Company ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to InBank, successor to Interstate Bank ("Lender"), recorded on August 3, 2006 as document no. 0621518049, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 3, 2006 as document no. 0621518050.

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

LOTS 18 AND 19 IN BLOCK 9 IN HIELD'S SUBDIVISION OF BLOCKS 1 TO 6 INCLUSIVE AND 9 TO 12 INCLUSIVE IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5047-5049 W. Belmont, Chicago, IL 60641. The

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

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Real Property tax identification number is 13-28-201-005-0000 and 13-28-201-006-0000.

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 July 7, 2009 in the original principal amount of \$292,220.46 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 \$584,440.92.

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.

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 7, 2009.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

5047-49 W. BELMONT, LLC

By:

Edin Sarancic
Edin Sarancic, Managing Member of 5047-49 W. Belmont, LLC

LENDER:

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

X

Edin Sarancic
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this 11th day of MARCH 2010 before me, the undersigned Notary Public, personally appeared **Edin Sarancic, Managing Member of 5047-49 W. Belmont, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *Sorin Mihalcea* Residing at 6401 N LINCOLN

Notary Public in and for the State of ILLINOIS

LINCOLNWOOD
IL 60712

My commission expires 2-21-2011

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILL)
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 COUNTY OF Will)

On this 11th day of March, 2010 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



Property Clerk's Office