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RECORDATION REQUESTED BY:

**MB Financial Bank, N.A.
CRE Division 4
800 West Madison
Chicago, IL 60607**

Doc#: 1016054008 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/09/2010 10:37 AM 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:

**Robert J. Ex/LN# 277902/LR# 98184
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated March 30, 2010, is made and executed between Theodore Mavrakis, whose address is 36 Park Lane, Golf, IL 60029 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 30, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 30, 2007 executed by Theodore Mavrakis ("Grantor"), for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 30, 2007 as document no. 0712026127, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 30, 2007 as document no. 0712026128.

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

LOTS 1 TO 11, LOT 17 AND THE VACATED ALLEY LYING NORTH OF LOT 17 AND SOUTH OF LOTS 7 TO 11 IN BLOCK 83 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9200 S. Commercial Avenue, Chicago, IL 60617.
The Real Property tax identification number is 26-06-409-001-0000, 26-06-409-002-0000,

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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(Continued)**

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26-06-409-003-0000, 26-06-409-004-0000, 26-06-409-005-0000, 26-06-409-006-0000 and
26-06-409-007-0000.

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

The paragraph titled "Revolving Line of Credit" on page 2 of the Mortgage is hereby deleted in its entirety.

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 March 30, 2010 in the original principal amount of \$1,251,002.04 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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 the Mortgage, exceed \$2,502,004.08.**

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 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 MARCH 30, 2010.

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GRANTOR:

X *[Signature]*
Theodore Mavrakis

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Theodore Mavrakis**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

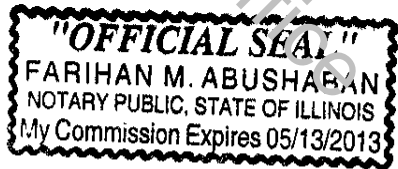
Given under my hand and official seal this 16th day of April, 2010.

By Farihan M. Abushaban Residing at 6840 W 286th St Burbank

Notary Public in and for the State of IL

My commission expires 5/13/2013

Farihan



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LENDER ACKNOWLEDGMENT

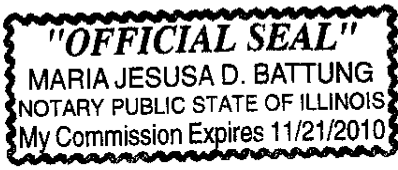
STATE OF _____)
) SS
 COUNTY OF _____)

On this 19th day of April, 2010 before me, the undersigned Notary Public, personally appeared Ronald Calandra and known to me to be the V.P., 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 Maria Jesusa D. Battung Residing at Morton Grove

Notary Public in and for the State of IL

My commission expires 11/21/10



Cook County Clerk's Office