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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. CRE Division 3 936 North Western Avenue Chicago, IL 60622 1017534016

Doc#: 1017534016 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/24/2010 08:39 AM 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 prepa.et' by:
Robert J. Ex/LN# 282031/LR# 100349
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated April 15, 2010, is made 302 executed between Christian Fellowship Flock Church, Inc., a Texas non-profit corporation, whose address is 7300 S. Cooper Street, Arlington, TX 76001 (referred to below as "Grantor") and MB Financial Bank, N. 3, 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 February 8, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 8, 2008 executed by Angel L. Mercado ("Grantor") for the figurefit of MB Financial Bank, N.A. ("Lender"), recorded on February 13, 2008 as document no. 0804411013, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 13, 2008 as document no. 0804411014, modified by a Modification of Mortgage dated February 8, 2010 executed by Christian Fellowship Church, Inc., a Texas non-profit corporation, for the benefit of Lender, recorded on April 5, 2010 as document no. 1009522064.

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

LOT 23 IN BLOCK 2 IN H.S. BRACKETTS WEST 42ND AND AUGUSTA STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4257 W. Cortez Street, Chicago, IL 60651. The Real

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1017534016 Page: 2 of 5

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MODIFICATION OF MORTGAGE (Continued)

Property tax identification number is 16-03-411-002-0000.

Loan No: 282031

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 April 15, 2010 in the original principal amount of \$190,000.00 executed by Borrower payable to the order of Lender, and (ii) that certain Promissory Note dated April 15, 2010 in the original principal amount of \$119,943.94 executed by Christian Fellowship Flock payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Cross Collateralization" is set forth in the Mortgage in its entirety as follows: In addition to the Mote, this Mortgage secures the following described additional indebtedness: All collateral in which Lender is granted a security interest pursuant to any loan documents or collateral documents executed by Grantor and/or Borrower shall constitute collateral for all Indebtedness of Borrower to Lender whether said Indebtedness is now existing or hereinafter arising.

The paragraph titled "Cross Default" is set forth in the Mortgage in its entirety as follows: Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

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 \$619,887.88.

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 promised 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, but also to all such subsequent actions.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINGUISHES:

(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

Page 2

1017534016 Page: 3 of 5

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 282031

Page 3

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 APRIL 15, 2010.

GRANTOR:

CHRISTIAN FELLOWSHIP FLOCK CHURCH, INC.
By: Culculo
Angel L. Mercady President of Christian Fellowship Flock
Church, Inc.
By:
Ruth R. Mercado, Vice President of Christian Fellowship Flock Church, Inc.
1 ENDED
LENDER:
MB FINANCIAL BANK, N.A.
x bhu
Authorized Signer
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Church, Inc. LENDER: MB FINANCIAL BANK, N.A. X Authorized Signer

1017534016 Page: 4 of 5

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MODIFICATION OF MORTGAGE

Loan No: 282031	(Continued)	Page 4
	CORPORATE ACKNOWLEDGMENT	
Mercado, Vice President of Shri of the corporation that executes free and voluntary act and desc directors, for the uses and pure	of May , 2010 before la L. Mercado, President of Christian Fellowship Flock Church, Inc., and known of the Modification of Mortgage and acknowledge of the corporation, by authority of its Bylaws of the corporation on behalf of the corporation. Residing at Texas	Flock Church, Inc. and Ruth R. to me to be authorized agents ed the Modification to be the r by resolution of its board of they are authorized to execute on.
		T'S OFFICE

1017534016 Page: 5 of 5

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 282031	(Continued)	Page 5
	LENDER ACKNOWLEDGMENT	
STATE OF		
COOL) SS	
COUNTY OF)	
Public, personally appeared A authorized agent for and acknowledged said instrument authorized by MB Financial Park therein mentioned, and on oath s	and known to me to be MB Financial Bank, N.A. that executed the within to be the free and voluntary act and deed of M, N.A. through its board of directors or otherwise stated that he or she is authorized to execute this bear MB Financial Bank, N.A Residing at	in and foregoing instrument B Financial Bank, N.A., duly , for the uses and purposes
My commission expires	NOTARY PUBLIC,	AL SEAL" NUN-PAWLYK STATE OF ILLINOIS Expires 6/26/2011
14050 DDO 1 - 15 - 1/2 5 40	40 004 Cons Harland Financia Solutions Inc	1007 2010 All Pights

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