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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to Oak
Brook Bank
Home Equity/Consumer
Lending
6111 N River Road
Rosemont, IL 60018



Doc#: 1025008360 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/07/2010 02:34 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

032014161

This Modification of Mortgage prepared by:

DMacias/Ln #211827100
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated June 6, 2010, is made and executed between Charles J. Gries and Maureen A. Gries, his wife, as joint tenants, whose address is 22 Willow Bay Dr., South Barrington, IL 60010 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Oak Brook Bank, 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 July 26, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 26, 1996 executed by Charles J. Gries and Maureen A. Gries ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to Oak Brook Bank ("Lender"), recorded on October 2, 1996 as document no. 96749692, (Modified by Instrument dated July 23, 1999, recorded on August 17, 1999 as document no. 99785025, further Modified by Instrument dated June 6, 2000, recorded on June 23, 2000 as document no. 00469566).

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

LOT 11 IN WILLOW BAY SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Real Property or its address is commonly known as 22 Willow Bay Dr., South Barrington, IL 60010. The Real Property tax identification number is 01-34-202-011-0000.

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

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 June 6, 2010 in the original principal amount of \$200,000.00 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 \$200,000.00.

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 endorser 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 JUNE 6, 2010.

GRANTOR:

x Charles J. Gries
Charles J. Gries

x Maureen A. Gries
Maureen A. Gries

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO OAK BROOK BANK

x Shylene Jones
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Charles J. Gries and Maureen A. Gries**, 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 8th day of July, 2010.

By Linda Marie Lipinski Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires 6-15-2012



Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 8th day of July, 2010 before me, the undersigned Notary Public, personally appeared Charles + Maurion Gries and known to me to be the _____, authorized agent for **MB Financial Bank, N.A., successor in interest to Oak Brook Bank** 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 Oak Brook Bank**, duly authorized by **MB Financial Bank, N.A., successor in interest to Oak Brook Bank** 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 Oak Brook Bank**.

By Linda Marie Lipinski Residing at Chicago IL

Notary Public in and for the State of Illinois

My commission expires 6-15-2012



Cook County Clerk's Office