

# UNOFFICIAL COPY



1025318008

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
successor in interest to InBank  
Acquired Assets InBank  
15533 South Cicero Avenue  
Oak Forest, IL 60452

Doc#: 1025318008 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/10/2010 10:18 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 prepared by:**

John Sheahan/Ln #1252320900/LH #108880/Trans #40879  
MB Financial Bank, N.A. successor in interest to InBank  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated July 18, 2010, is made and executed between MODENA PROPERTIES, LLC, F/K/A 2123 WEST DIVISION LLC, an Illinois limited liability company, whose address is 1453 N. OAKLEY BLVD, CHICAGO, IL 60622 (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 18, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 18, 2008 executed by 2123 W. Division LLC, n/k/a Modena Properties, LLC ("Grantor") for the benefit of InBank, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on August 28, 2008 as document no. 0824141027, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 28, 2008 as document no. 0824141028.

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

LOT 10 (EXCEPT THE WEST 2 FEET THEREOF) AND THE WEST 3 FEET OF LOT 9 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 2, IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2123 W. Division Street, Chicago, IL 60622. The

5pgs

S YES  
P 5  
S NO  
M YES  
SC YES  
E NO  
INT

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

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Real Property tax identification number is 17-06-302-013-0000.

**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 18, 2010 in the original principal amount of \$137,534.95 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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

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 \$275,069.90.

**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 charged 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.

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## MODIFICATION OF MORTGAGE (Continued)

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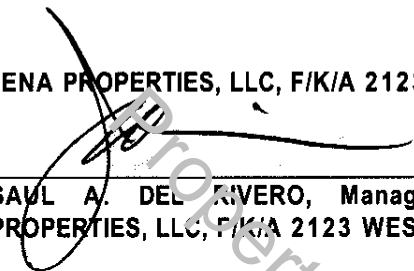
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 18, 2010.

GRANTOR:

MODENA PROPERTIES, LLC, F/K/A 2123 WEST DIVISION LLC


By:

  
SAUL A. DEL RIVERO, Manager/Member of MODENA PROPERTIES, LLC, F/K/A 2123 WEST DIVISION LLC

LENDER:

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

X

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILL )  
 ) SS  
 COUNTY OF Will )

On this 18 day of July, 2010 before me, the undersigned Notary Public, personally appeared **SAUL A. DEL RIVERO, Manager/Member of MODENA PROPERTIES, LLC, F/K/A 2123 WEST DIVISION 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 Roberta L Mitchell Residing at —

Notary Public in and for the State of Ill

My commission expires 3-16-14



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILL )  
 )  
 COUNTY OF Will ) SS  
 )

On this 18 day of July 2010 before me, the undersigned Notary Public, personally appeared Al Kaleel and known to me to be the Asst 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 3-16-14



County Clerk's Office