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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
successor in interest to
Broadway Bank
Acquired Assets Broadway
5960 N. Broadway
Chicago, IL 60660

Doc#: 1033434043 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2010 10:10 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
Ln #314145/Trans #41768, Loan Doc. Specialist (ol)
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 27, 2010, is made and executed between Emmanuel Panigirakis, whose address is 6435 Tower Ct. , Lincolnwood, IL 60648 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to Broadway Bank, whose address is 5960 N. Broadway, Chicago, IL 60660 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 29, 2006 executed by Emmanuel Panigirakis ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to Broadway Bank ("Lender"), recorded on July 3, 2006 as document no. 0618405209, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 3, 2006 as document no. 0618405210; modified by Modification of Mortgage recorded on October 10, 2007 as document no. 0728346033; further modified by Modification of Mortgage recorded on October 13, 2009 as document no. 0928608512 .

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

LOT 44 TO 48, BOTH INCLUSIVE, IN BLOCK 1 IN HARRIET FARLINS' SUBDIVISION OF THE WEST THREE-QUARTERS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THAT PART THEREOF OCCUPIED BY CHICAGO AND NORTHWESTERN RAILROAD

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COMPANY) AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 25 IN BLOCK 1 IN HARRIET FARLINS SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 26 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 27, 28, AND 29 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 30 IN BLOCK 1 IN HARRIET FARLINS SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 31 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 32 THROUGH 43 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, 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 2701-2755 N. California Ave., Chicago, IL 60647. The Real Property tax identification number is 13-25-400-012-0000; 13-25-400-013-0000; 13-25-400-014-0000; 13-25-400-015-0000; 13-25-400-016-0000; 13-25-400-017-0000; 13-25-400-018-0000; 13-25-400-043-0000 and 13-25-400-048-0000.

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 August 27, 2010 in the original principal amount of \$1,231,940.77 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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

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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;

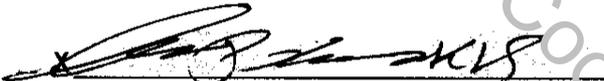
(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING,

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 AUGUST 27, 2010.

GRANTOR:

X 
Emmanuel Panigirakis

LENDER:

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

X 
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Emmanuel Panigirakis**, 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 5 day of November, 2010.

By Ava Revzan Residing at 2973 N. Milwaukee Chicago IL 60618

Notary Public in and for the State of IL.

My commission expires 10-8-2013



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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 5 day of November, 2010 before me, the undersigned Notary Public, personally appeared Howard Martin and known to me to be the loan officer, authorized agent for **MB Financial Bank, N.A. successor in interest to Broadway 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 Broadway Bank**, duly authorized by **MB Financial Bank, N.A. successor in interest to Broadway 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 Broadway Bank**.

By Ava Revzan Residing at 2973 N Milwaukee
Chicago, IL 60618
 Notary Public in and for the State of IL

My commission expires 10-8-2013

