

UNOFFICIAL COPY



Doc#: 1034139076 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/07/2010 02:02 PM Pg: 1 of 5

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Division 7
1400 Sixteenth Street
Suite 120
Oak Brook, IL 60523

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:

MDrozd/Ln# 4216483/LP# 107864
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated October 5, 2010, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, U/T/A dated December 12, 1985, A/K/A Trust No. 9693, whose address is 181 W. Madison St., 17th Flr, Chicago, IL 60602 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteenth Street, Suite 120, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 31, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 31, 2001 executed by LaSalle Bank National Association As Successor Trustee Under Trust Agreement Dated December 12, 1985 and Known as Trust No. 9693 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 26, 2002 as document no. 0020223831, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 26, 2002 as document no. 0020223832; modified by Modification of Mortgage dated December 31, 2002 and recorded on February 19, 2003 as document no. 0030230493; modified by Modification of Mortgage dated April 30, 2003 and recorded on July 11, 2003 as document no 0319226230 and modified by Modification of Mortgage dated August 23, 2008 and recorded on October 10, 2008 as document no 0828413061.

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

S 7
P 5
S M
M 4
SC 9
E M
INT 81

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

Loan No: 4216483

Page 2

PARCEL 1:

LOTS 1 TO 13 IN BLOCK 11 IN WALKER'S DOUGLAS PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 8 IN WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD LANDS) IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 33 FEET THEREOF TAKEN AND CONDEMNED BY THE CITY OF CHICAGO FOR SOUTH ROCKWELL AVENUE ALSO EXCEPT THAT PART FALLING IN WEST 19TH STREET, ALSO EXCEPT THAT PART CONVEYED BY GEORGE ALLEN ROBBINS AND NORTH TO THE CHICAGO, BURLINGTON AND QUNICY RAILROAD COMPANY BY DEED DATED JUNE 21, 1866 AND RECORDED AUGUST 27, 1866 IN BOOK 253 PAGE 263, AS DOCUMENT 52191, AND RECORDED AUGUST 26, 1872 IN BOOK 149 PAGE 303 AS DOCUMENT 121853), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF 19TH STREET LYING NORTH AND ADJOINING PARCEL 1 DESCRIBED ABOVE, AND SOUTH AND ADJOINING PARCEL 2 DESCRIBED ABOVE;

PARCEL 4:

LOTS 1 TO 11 IN BLOCK 10 IN WALKER'S DOUGLAS PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, 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 1901 S. Rockwell, Chicago, IL 60608. The Real Property tax identification number is 16-24-417-006-0000.

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, individually and collectively, (i) that certain Promissory Note dated as of October 5, 2010 in the original principal amount of \$76,419.63 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated as of October 5, 2010 in the original principal amount of \$400,000.00 executed by Borrower and payable to the order of Lender and (iii) that certain Promissory Note dated as of October 5, 2010 in the original principal amount of \$84,333.53 executed by Borrower and payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

THE FOLLOWING IS HEREBY INCLUDED AND MADE A PART OF THIS MODIFICATION OF MORTGAGE:

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THE MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MODIFICATION OF MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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 \$1,119,506.32

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

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, OR 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 OCTOBER 5,

2010.



CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS SUCCESSOR TRUSTEE U/T/A DATED DECEMBER 12, 1985, A/K/A TRUST NO. 9693 and not personally

By [Signature]
Land Trust Officer

LENDER:

MB FINANCIAL BANK, N.A.

x [Signature]
Authorized Signer *SVP*

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

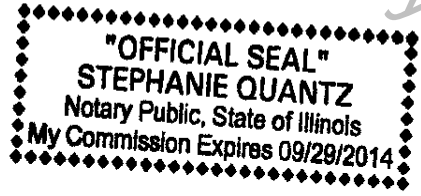
Loan No: 4216483

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 19th day of November, 2010 before me, the undersigned Notary Public, personally appeared Land Trust Officer, Lourdes Martinez of Chicago Title Land Trust Company, not personally, but as Trustee U/T/A dated December 12, 1985, A/K/A Trust No. 9693, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By [Signature] Residing at CHICAGO TITLE LAND TRUST COMPANY
171 NORTH CLARK STREET, SUITE 575
CHICAGO, ILLINOIS 60601
 Notary Public in and for the State of Illinois
 My commission expires 9/29/2014



County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4216483

LENDER ACKNOWLEDGMENT

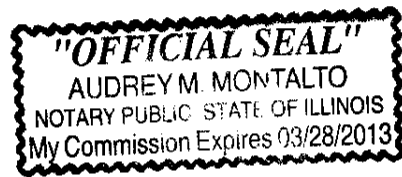
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 22nd day of November, 2010 before me, the undersigned Notary Public, personally appeared WILLIAM A. SPAN and known to me to be the Sr. Vice President 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 Audrey Montalto Residing at Plainfield, IL

Notary Public in and for the State of Illinois

My commission expires 3/28/2013



Cook County Clerk's Office