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RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018



Doc#: 1100739033 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 01/07/2011 09:36 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prer/ared by:
Stella Periaswamy/Ln #284916/PCR Loan
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated November 16, 2010, is made and executed between Manuel Castellanos and Loretta Castellanos, in joint tenancy, whose address is 2418 W. Ohio Street, Chicago, IL 60612 (referred to below as "Grantor") and MB Financial Bank, N.A., 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 24, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 24, 2009 executed by Manuel Castellanos and Coretta Castellanos ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on as document no. 0910313046, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 13, 2009 as document no. 0910313048.

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

LOTS 15 AND 16 IN BLOCK 6 IN MYER'S SUBDIVISION OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5636-38 S. Kedzie Avenue, Chicago /IL 60629. The Real Property tax identification number is 19-14-212-035-0000 and 19-14-212-036-0000.

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



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MODIFICATION OF MORTGAGE (Continued)

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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 November 16, 2010 in the original principal amount of \$124,123.35 executed by Borrower and payable to the order of Lender (ii) that certain Promissory Note dated as of November 16, 2010 in the original principal amount of \$188,071.21 executed by Borrower and payable to the order of Lender and (iii) that certain Promissory Note dated as of November 5, 2007 in the original principal amount of \$250,000.00 executed by Borrower and payable to the order of Lender, all 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 prinicipal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$1,124,389.12.

CONTINUING VAL'OLTY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in ful! 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 o endorser, including accommodation makers, shall not be released by virtue of this Modification. If any percon 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 RELINQUISHES:

(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, IN STRUMENT, 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 IN 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)

Loan No: 284916

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		Page 3
GRANTOR ACKNOWLEDGES HAVING READ ALL AND GRANTOR AGREES TO ITS TERMS. THIS 2010.	THE PROVISIONS OF THIS MODIFICATION (MODIFICATION OF MORTGAGE IS DATED N	OF MORTGAGE NOVEMBER 16,
GRANTOR:		
X Manuel Eastellanos Manuel Cast. (la 10s		
X fiella Justillana Loretta Castellanos		
LENDER:		
MB FINANCIAL BANK, N.A.		
X Peter Ilm hy Authorized Signer	Co	
INDIVIDUAL A	ACKNOWLED@MENT	 _
STATE OF + llinois) C	
COUNTY OF GOOC) ss Ts	
On this day before me, the undersigned Notary Pt Castellanos, to me known to be the individuals descand acknowledged that they signed the Modification purposes therein mentioned.		
Given under my hand and official seal this	4 day of NOVEMBER	, 20 <u>/</u> 0
Ву У У У	Residing at CCPO	
Notary Public in and for the State of	na's front continue	
My commission expires	HALYNA LEWUN-PAW NOTARY PUBLIC, SYATE OF ICU My Commission E. Thing of the	LYK Nois 18011
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MODIFICATION OF MORTGAGE
(Continued)

	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OF JOUC		
1)	
COUNTY OF GOOL) SS	
A CONTRACTOR)	
On this //aid day of	Waranken 2010	
Public, personally appeared Pele v	HOVEMBEN 2010 before me Lluycky' and known to me to be the	, the undersigned Notary
authorized by MB Financial da k. N	LA through its heard of directors as at the	inancial Bank, N.A., duly
		or the uses and purposes id instrument and in fact
executed this said instrument on be	of MB Financial Bank, N.A	The state of the s
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