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RECORDATION REQUESTED BY:  
MB Financial Bank, N.A.  
Acquired Assets New Century  
363 W. Ontario  
Chicago, IL 60654

Doc#: 1102639091 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/26/2011 01:18 PM 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:  
S. Periaswamy/Ln #6432409003/PCR Loan  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated December 5, 2010, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee Under Trust Agreement dated May 25, 2010 and Known as Trust Number 8002354792, whose address is 171 N. Clark Street, Suite 575, Chicago, IL 60601 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 363 W. Ontario, Chicago, IL 60654 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 26, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 26, 2005 executed by Christine E. Rockwell ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to New Century Bank ("Lender"), recorded on September 21, 2005 as document no. 0526453213, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 21, 2005 as document no. 0526453214 and modified by Modification of Mortgage dated September 5, 2010 and recorded on October 13, 2010 as document no. 1028639012.

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

LOTS 10 AND 11 IN ASSESSOR'S SUBDIVISION OF LOTS 1 TO 4 AND 9 TO 12 IN BLOCK 19 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

S Yes  
P 5  
S M  
M Yes  
S Yes  
E M  
INT M

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(Continued)**

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The Real Property or its address is commonly known as 939 and 941 N. Orleans Street, Chicago, IL 60610. The Real Property tax identification number is 17-04-426-004-0000 and 17-04-426-003-0000.

**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 December 5, 2010 in the original principal amount of \$888,696.05 executed by Borrower and payable to the order of Lender, and (ii) that certain Change in Terms Agreement dated as of August 10, 2009 in the original principal amount of \$856,963.23 executed by Agape Development, LLC 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 principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$3,491,318.58.

**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 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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2010.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 2010 AND KNOWN AS TRUST NUMBER 8002354792

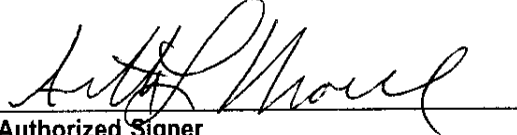
By:

  
Authorized Signer for Chicago Title Land Trust Company, not personally but as Trustee Under Trust Agreement dated May 25, 2010 and Known as Trust Number 8002354792



LENDER:

MB FINANCIAL BANK, N.A.

x   
Authorized Signer

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 and 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.

CLERK OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 31st day of December, 2010 before me, the undersigned Notary Public, personally appeared Lourdes Martinez, Assistant Vice President of Chicago Title Land Trust Company, not personally but as Trustee Under Trust Agreement dated May 25, 2010 and Known as Trust Number 3002354792, 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 Nancy A. Carlin Residing at 171 North Clark Street, Suite 575  
 Chicago, Illinois 60601

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



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*Proprietary Cook County Clerk's Office*

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 27<sup>TH</sup> day of DECEMBER, 2010 before me, the undersigned Notary Public, personally appeared ARTHUR L. MOORE and known to me to be the LENDER, authorized agent for **MB Financial Bank, N.A.** 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.**, 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 Mary E. Maltese Residing at 363 W. ONTARIO ST.

Notary Public in and for the State of IL

My commission expires 6/12/12



Cook County Clerk's Office