

# UNOFFICIAL COPY



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

Doc#: 1102639092 Fee: \$44.00  
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:  
John Sheahan/Ln #8279249034/Trans #41602  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated July 10, 2010, is made and executed between Convention Center Drive LLC, a Nevada limited liability company, whose address is 600 W. Jackson Blvd., Suite 275, Chicago, IL 60661-6805 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to New Century Bank, whose address is 363 W. Ontario, Chicago, IL 60654 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 3, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 3, 2008 executed by Convention Center Drive LLC ("Grantor") for the benefit of New Century Bank, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on July 11, 2008 as document no. 0819333167, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 11, 2008 as document no. 0819333168.

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

LOT 68, (EXCEPT THE NORTH 18 FEET THEREOF) AND THE NORTH 17 FEET OF LOT 67 IN THE SUBDIVISION OF THE SOUTH QUARTER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 569.25 FEET THEREOF) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4435-37 N. Beacon Street, Chicago, IL 60640. The

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(Continued)**

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Real Property tax identification number is 14-17-123-004-0000.

**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 10, 2010 in the original principal amount of \$1,200,000.00 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 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 JULY 10, 2010.

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## MODIFICATION OF MORTGAGE (Continued)


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GRANTOR:

CONVENTION CENTER DRIVE LLC

By:   
John L. Marks, Manager of Convention Center Drive LLC

By:   
George J. Marks, Manager of Convention Center Drive LLC

LENDER:

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO NEW CENTURY  
BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

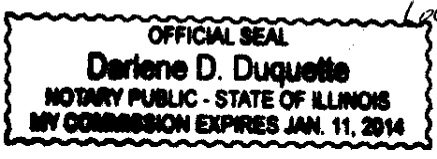
STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 17<sup>th</sup> day of December, 2010 before me, the undersigned Notary Public, personally appeared **John L. Marks, Manager of Convention Center Drive LLC and George J. Marks, Manager of Convention Center Drive LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Darlene D. Duquette Residing at 1305 Canal St, Chicago, IL 60606

Notary Public in and for the State of Illinois

My commission expires 1-11-14



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 17th day of December, 2010 before me, the undersigned Notary Public, personally appeared Michael McKee and known to me to be the BANKING OFFICER, authorized agent for **MB Financial Bank, N.A. successor in interest to New Century 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 New Century Bank**, duly authorized by **MB Financial Bank, N.A. successor in interest to New Century 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 New Century Bank**.

By Darlene D. Duquette Residing at 130 S. Canal St, Chicago, IL 60606

Notary Public in and for the State of Illinois

My commission expires 1-11-14

