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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
successor in interest to InBank
Acquired Assets InBank
15533 South Cicero Avenue
Oak Forest, IL 60452

Doc#: 1107039052 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/11/2011 09:15 AM Pg: 1 of 7

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 #31810009001/LR #125603
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated January 14, 2011, is made and executed between 2047 W. Division, LLC, an Illinois Limited Liability Company, whose address is 2047 W. Division Street, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to InBank, whose address is 15533 South Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 14, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 14, 2008 executed by 2047 W. Division, LLC ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to InBank f/k/a Interstate Bank ("Lender"), recorded on January 31, 2008 as document no. 0803115109, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 31, 2008 as document no. 0803115110.

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

See Exhibit "A" Attached, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2047 W. Division Street, Unit B, Chicago, IL 60647. The Real Property tax identification number is 17-06-303-048-0000.

Handwritten signature/initials on the right margin.

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

Loan No: 31810009001

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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 January 14, 2011 in the original principal amount of \$1,162,874.43 executed by Borrower and payable to the order of Lender, 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 \$2,325,748.86.

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 endorser 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)

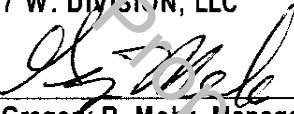
Loan No: 31810009001

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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 JANUARY 14, 2011.

GRANTOR:

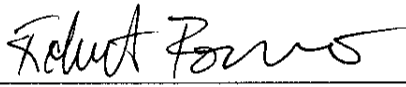
2047 W. DIVISION, LLC

By: 
Gregory R. Mohr, Manager of 2047 W. Division, LLC

By: 
Scott A. Weiner, Manager of 2047 W. Division, LLC

LENDER:

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

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

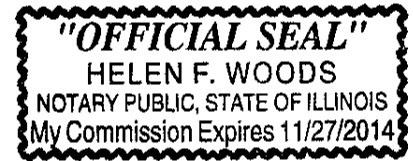
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 25 day of February, 2011 before me, the undersigned Notary Public, personally appeared **Gregory R. Mohr, Manager of 2047 W. Division, LLC and Scott A. Weiner, Manager of 2047 W. Division, 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 Helen F. Woods Residing at 1624 W. Division St

Notary Public in and for the State of IL

My commission expires 11-27-2014



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF COOK)

On this 05 day of February, 2011 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the VP, authorized agent for **MB Financial Bank, N.A. successor in interest to InBank** 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 InBank**, duly authorized by **MB Financial Bank, N.A. successor in interest to InBank** 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 InBank**.

By Roberta L. Mitchell Residing at —

Notary Public in and for the State of ILL

My commission expires 3-16-14



Cook County Clerk's Office

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D. LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOTS 18, 19 AND 20 IN SUBDIVISION OF THE NORTH PART OF BLOCK 1 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOWER LEVEL:

PARCEL C2 - LOWER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +8.17 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH, A DISTANCE OF 54.10 FEET; THENCE WEST, A DISTANCE OF 24.31 FEET; THENCE NORTH, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 54.10 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH, A DISTANCE OF 6.00 FEET; THENCE WEST, A DISTANCE OF 0.20 FEET; THENCE SOUTH, A DISTANCE OF 1.10 FEET; THENCE WEST, A DISTANCE OF 24.11 FEET; THENCE NORTH, A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +22.17 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 61.20 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.11 FEET; THENCE SOUTH, A DISTANCE OF 35.27 FEET; THENCE WEST, A DISTANCE OF 24.11 FEET; THENCE NORTH, A DISTANCE OF 35.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FIRST FLOOR:

PARCEL C2 - UPPER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 10.13 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.49 FEET; THENCE SOUTH, A DISTANCE OF 43.97

CONTINUED

PERMANENT INDEX NUMBER: 17-06-303-048-0000

BORROWER'S NAME: 2047 W DIVISION LLC

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Legal Description (Continued):

FEET; THENCE WEST, A DISTANCE OF 24.49 FEET; THENCE NORTH, A DISTANCE OF 43.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 62.03 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.49 FEET; THENCE SOUTH, A DISTANCE OF 7.10 FEET; THENCE WEST, A DISTANCE OF 24.49 FEET; THENCE NORTH, A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, USE, STRUCTURAL SUPPORT AND UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER THE COMMERCIAL AREAS EXCEPTED FROM THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID, AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 17, 2006 AS DOCUMENT NUMBER 0632115061.

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