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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
CRE Division 4
800 West Madison
Chicago, IL 60607

Doc#: 1110139119 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/11/2011 01:49 PM Pg: 1 of 4

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:
an/PCR LN #4220622
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated January 23, 2011, is made and executed between Orzen, LLC, an Illinois limited liability company, whose address is 5852 N. Northwest Highway, Chicago, IL 60631 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 23, 2004 executed by Zenon Orlinski ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 24, 2004 as document no. 0432934065, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on November 24, 2004 as document no. 0432934066, modified by Modification of Mortgage dated January 23, 2008, recorded on May 9, 2008 as document #0813010093.

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

LOT 4 IN BLOCK 49 IN FIRST ADDITION TO BEVERLY GATEWAY, BEING A SUBDIVISION OF BLOCKS 17, 49, 50 AND 54 IN DEWEY AND VANICE'S SUBDIVISION IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7811 S. Western Ave., Chicago, IL 60620. The Real Property tax identification number is 20-30-312-004-0000.

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

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

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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 23, 2011 in the original principal amount of \$620,607.88 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The Grantor as set forth in the Mortgage is hereby amended from Zenon Orlinski to Orzen, LLC.

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.

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 23, 2011.

GRANTOR:

ORZEN, LLC

By: 

Zenon Orlinski, Manager of Orzen, LLC

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LENDER:

MB FINANCIAL BANK, N.A.

X

Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

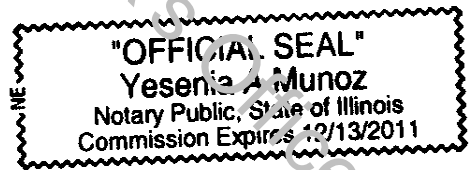
COUNTY OF Cook)

On this 9th day of MARCH, 2011 before me, the undersigned Notary Public, personally appeared **Zenon Orlinski, Manager of Orzen, LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Yesenia A. Munoz
Notary Public in and for the State of ILLINOIS

Residing at 61418 N. MILWAUKEE AVE

My commission expires 12-13-2011



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 21ST day of MARCH, 2011 before me, the undersigned Notary Public, personally appeared MICHAEL K. VOZSEK and known to me to be the COMMERCIAL WORKSHEET OFFICER, 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 Deborah Dalton Residing at 451 JAMES CT

Notary Public in and for the State of ILLINOIS

My commission expires 12/16/2012

