

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to Oak  
Brook Bank  
Home Equity/Consumer  
Lending  
6111 N River Road  
Rosemont, IL 60018



1115208239

**WHEN RECORDED MAIL TO:**

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

Doc#: 1115208239 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/01/2011 02:18 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

509/

032019397

**This Modification of Mortgage prepared by:**

LVENTIR TR#43467  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated May 6, 2011, is made and executed between John J. Bartos and Susan K. Bartos, whose address is 1438 Robinhood Lane, LaGrange Park, IL 60526 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Oak Brook Bank, whose address is 6111 N River Road, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 14, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 14, 1997 executed by John J. Bartos and Susan K. Bartos ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to Oak Brook Bank ("Lender"), recorded on November 18, 1997 as document no. 97862143 and further modified by Modification of Mortgage dated March 20, 2001 and recorded on October 18, 2001 as document no. 0010970361

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

LOT 79 IN ROBIN HOOD ESTATES, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT RECORDED JULY 2, 1945 AS DOCUMENT NUMBER 13541788, IN COOK COUNTY, ILLINOIS.

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The Real Property or its address is commonly known as 1438 Robinhood Lane , LaGrange Park , IL 60526.  
The Real Property tax identification number is 15-28-401-039.

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


The definition of "Credit Agreement" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Credit Agreement" means that certain Credit Agreement dated as of May 6, 2011 in the original principal amount of \$200,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

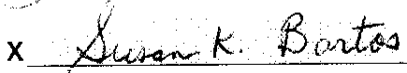
The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$200,000.00 .

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 6, 2011.**

**GRANTOR:**

X   
John J. Bartos

X   
Susan K. Bartos

**LENDER:**

**MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO OAK BROOK BANK**

X   
Authorized Signer

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**INDIVIDUAL ACKNOWLEDGMENT**STATE OF Illinois

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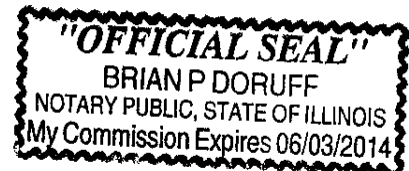
) SS

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **John J. Bartos and Susan K. Bartos**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6<sup>TH</sup> day of May, 20 11.

By Brian DoruffResiding at 401 W. LaGrange Rd., LaGrange Park, IL 60526Notary Public in and for the State of IllinoisMy commission expires 06/03/2014

Property of Cook County Clerk's Office

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**LENDER ACKNOWLEDGMENT**

STATE OF IL. )  
 ) SS  
 COUNTY OF COOK )

On this 10th day of MAY, 2011 before me, the undersigned Notary Public, personally appeared LINDA STEPHENS and known to me to be the LOAN PROCESSOR, authorized agent for **MB Financial Bank, N.A., successor in interest to Oak Brook 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 Oak Brook Bank**, duly authorized by **MB Financial Bank, N.A., successor in interest to Oak Brook 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 Oak Brook Bank**.

By [Signature] Residing at COOK CO.

Notary Public in and for the State of IL

My commission expires 08/07/12

