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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Morton Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

Doc#: 1115939042 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/08/2011 09:47 AM 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:

Ln #4222104/LR #132706 Loan Doc. Specialist (ol)
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018 ✓

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated May 4, 2011, is made and executed between Yolanda Pozo and Patricio Pozo, as Joint Tenants, whose address is 4629 N. Avers Ave., Chicago, IL 60625 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6201 W. Dempster Avenue, Morton Grove, IL 60053 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 4, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 4, 2005 executed by Yolanda Pozo and Patricio Pozo ("Grantor"); for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on May 9, 2005 as document no. 0512927141, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 9, 2005 as document no. 0512927142.

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

LOTS 23 AND 24 IN BLOCK 6 IN EDWARD F. KENNEDY'S RESUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ✓

The Real Property or its address is commonly known as 4957-4959 W. Schubert Ave., Chicago, IL 60639. ✓
The Real Property tax identification number is 13-28-410-001-0000. ✓

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

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P ✓
S ✓
M ✓
S ✓
E ✓
NT ✓

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(Continued)**

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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 May 4, 2011 in the original principal amount of \$481,010.75 executed by Borrower and payable to the order of Lender, (II) that certain Promissory Note dated as of May 4, 2011 in the original principal amount of \$93,548.30 executed by Borrower 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 \$1,149,118.10.

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 MAY 4, 2011.

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GRANTOR:

X *Yolanda Pozo*
Yolanda Pozo

X *Patricio Pozo*
Patricio Pozo

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*

COUNTY OF *Cook*

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On this day before me, the undersigned Notary Public, personally appeared Yolanda Pozo and Patricio Pozo, 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 *27* day of *May*, 20 *11*.

By *Christine A. Brouillette* Residing at *6411 N. River Rd*

Notary Public in and for the State of *Illinois* *Rosemont IL 60018*

My commission expires *3-31-2013*

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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) SS
 COUNTY OF Cook)

On this 27 day of May, 2011 before me, the undersigned Notary Public, personally appeared William M. Murray and known to me to be the Small Bus Credit Specialist, 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 Christina A. Boudette Residing at 6111 N Riverside
Resident of
 Notary Public in and for the State of Illinois 60018
 My commission expires 3-31-2013

Cook County Clerk's Office