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MB Financial Bank, N.A.
Commercial Division 3
6401 North Lincoln Avenue

6401 North Lincoln Avenu Lincolnwood, IL 60712

WHEN RECORDED MAIL TO:
MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018



Doc#: 1217139083 Fee: \$48.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Oook County Recorder of Deeds

Date: 06/19/2012 11:31 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage pre-lared by:
John Sheahan/Ln #291549// #15533/Trans #46859
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated May 5, 2012, is made and executed between 6980 CENTRAL PARK, LLC, an Illinois Ilmited liability company, whose address is 6990 N. Cantral Park Ave, Lincolnwood, IL 60712 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 2, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 2, 2012 executed by 6980 Central Park, LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 14, 2012 as document no. 1204542040, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 14, 2012 as document no. 1204542041.

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

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 18.08 ACRES OF THE NORTH 26.11 ACRES WEST OF THE WEST LINE OF CENTRAL PARK AVENUE, NORTH OF A LINE PARALLEL WITH AND 148.0 FEET SOUTH (AS MEASURED ALONG THE WEST LINE OF CENTRAL PARK AVENUE) OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECITON 35, AND PART OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (FORMERLY THE JUNCTION RAILROAD COMPANY)

4 5 N 1217139083 Page: 2 of 5

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 291549

Page 2

DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35, WITH THE WEST LINE OF CENTRAL PARK AVENUE AS DEDICATED BY DOCUMENT 19711305 RECORDED JANUARY 14, 1966, THENCE SOUTH ALONG THE SAID WEST LINE, A DISTANCE OF 148 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 198.84 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 66 DEGREES 21 MINUTES 10 SECONDS WITH SAID PARALLEL LINE, AS MEASURED FROM EAST TO NORTH SAID LINE BEING 8.5 FEET MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE MOST EASTERLY ALL ROAD TRACK, A DISTANCE OF 161.51 FEET TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 137.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, IIILINOIS

The Real Property or its address is commonly known as 6980 N. Central Park Ave, Lincolnwood, IL 60712. The Real Property tax identification number is 10-35-135-007-0000 and 10-35-135-012-0000.

MODIFICATION. Lender and Granto: 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 May 5, 2012, in the original principal amount of \$324,000.00 executed by Borrower parable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is a variable rate, subject to change from time to time based on changes in an index which is the "Ender's Reference Rate (the "Index"). If the Index becomes unavailable during the term of this Loan, Lender may designate a substitution index after notifying Borrower. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a yaar of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method, using a rate of 1.000 percentage points over the Index, provided, under no circumstances will the interest rate be less than 5.000% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 5.000%. Payment of all interest and principal due on the Note is due no later than July 5, 2012 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein cated "The Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the use hereof.

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 light to require strict performance of the Mortgage as changed above nor obligate Lender to make any future prodifications. 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, 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 CON-

NECTION 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

1217139083 Page: 3 of 5

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 291549

Page 3

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 5, 2012.

GRANTOR: 6980 CENTRAL PARK, LLC County Clark's Office ALAN GLUCK, Manager of 6980 CENTRAL PARK, LLC

MB FINANCIAL BANK, N.A.

LENDER:

1217139083 Page: 4 of 5

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MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 291549 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT) \$\$ COUNTY OF Circle before me, the undersigned Notary On this Public, personally apprared ALAN GLUCK, Manager of 6980 CENTRAL PARK, LLC, and known to me to be a member or designate a gent 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 Madifidation on behalf of the limited liability company. Residing at 6401 N. LINCOLN

CINCOLNER TL (1712 Notary Public in and for the State of _ ZQ wolf My commission expires <u>'OTARY PUBLIC,</u> STATE OF ILLINOIS ay Commission Expires 05/03/2015 C/e/t/s O/Fice

1217139083 Page: 5 of 5

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 291549	(Continued)	Page 5
	LENDER ACKNOWLEDGMENT	
and acknowledged said instrument authorized by MB Financial Bank, therein mentioned, and on oath st executed this said instrument on b By Manager My Commission expires NOTA	Residing at Line	nin and foregoing instrument IB Financial Bank, N.A., duly e, for the uses and purposes is said instrument and in fact
LACER RRO Londing Ver 5.50 (00.003 Coor Harland Financial Solutions, Inc	c. 1997, 2012. All Rights

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