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**RECORDATION REQUESTED BY:**

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

Doc#: 1220822020 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/26/2012 08:56 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

MB Financial Bank, N.A.  
Loan Servicing  
6111 N. River Road  
Rosemont, IL 60018

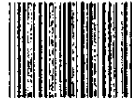
FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

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

Ln # 279623

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated May 21, 2012, is made and executed between Ignacio Zepeda, a married man, whose address is 22088 County Road 36, GOSHEN, IN 46526-8726 (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 21, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 4, 2007 as document no. 0715505248.

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

Lot 60 in Charles S. Neero's resubdivision of Block 5 of Grant & Keeney's addition to Pennock, being a subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, IL

The Real Property or its address is commonly known as 2158 N. Hamlin Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-35-118-021.

**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:

COOK COUNTY RECORDER OF DEEDS

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

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The word "Note" means that certain Promissory Note dated May 21, 2012, in the original principal amount of \$184,731.60 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is 7.15% per annum. 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 year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Payment of all interest and principal due on the Note is due no later than April 21, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called the "Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof.

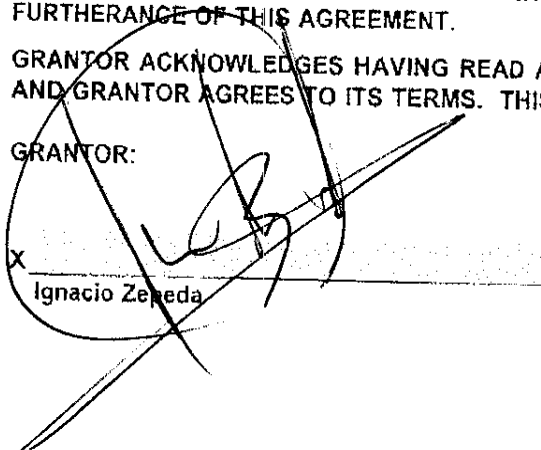
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 endorers 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 21, 2012.

GRANTOR:



X  
Ignacio Zepeda

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## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

MB FINANCIAL BANK, N.A.

x Mitchell J Van Eck  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

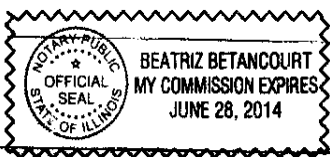
On this day before me, the undersigned Notary Public, personally appeared Ignacio Zepeda, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of June, 2012.

By Ignacio Zepeda Residing at 27088 County Rd

Notary Public in and for the State of Illinois Gary, IN 46526

My commission expires



Be Betancourt  
Notary Public

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### LENDER ACKNOWLEDGMENT

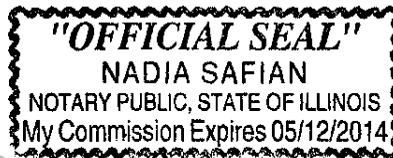
STATE OF Illinois )  
 )  
 COUNTY OF DePage ) SS  
 )

On this 29<sup>th</sup> day of June, 2012 before me, the undersigned Notary Public, personally appeared Michael J. Van Ede and known to me to be the AVP, 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 Nadia Safian Residing at Elmhurst, IL

Notary Public in and for the State of Illinois

My commission expires 05/12/2014



PROPOSED BY COOK County Clerk's Office