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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Division 3
6401 North Lincoln Avenue
Lincolnwood, IL 60712

Doc#: 1226239034 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/18/2012 10:36 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:
an/LN #282043, ID #17690
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated July 10, 2012, is made and executed between AAA Financial LLC, an Illinois limited liability, whose address is 6633 N. Lincoln Ave., Lincolnwood, IL 60712-3605 (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 October 11, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 11, 2008 executed by AAA Financial LLC ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 9, 2009 as document no. 0834403040, and modified by Modification of Mortgage dated of even date therewith executed by Grantor for the benefit of Lender, recorded on March 10, 2010 as document no. 1006948015.

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

LOT 6 IN BLOCK 8 IN ROBIN HOOD UNIT NUMBER 1, BEING A SUBDIVISION OF LOTS 1 TO 8 INCLUSIVE IN OWNERS SUBDIVISION OF LOT 3 IN LAUS SUBDIVISION IN THE NORTH WEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF SECTION 8 LYING NORTH AND EAST OF LOT 3 IN LAUS SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14409 Myrtle Ave., Harvey, IL 60426. The Real Property tax identification number is 29-08-108-006-0000.

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

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Loan No: 6900000001824

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 July 10, 2012, in the original principal amount of \$1,000,000.00 executed by Borrower payable 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 Lender'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 year 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 1.00 percentage points over the Index, provided, under no circumstances will the interest rate be less than 5.00% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 5.00%. Payment of all interest and principal due on the Note is due no later than October 10, 2012 (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 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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6900000001824

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 10, 2012.

GRANTOR:

AAA FINANCIAL LLC

By: *[Signature]*
Ari Saul Cohen, Manager of AAA Financial LLC

LENDER:

MB FINANCIAL BANK, N.A.

x *[Signature]*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

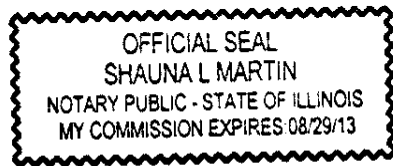
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On this 24th day of August, 2012 before me, the undersigned Notary Public, personally appeared Ari Saul Cohen, Manager of AAA Financial LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 *[Signature]*
Notary Public in and for the State of IL

Residing at 6022 N. Newburg Ave Chg

My commission expires 8/29/13



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6900000001824

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 27th day of August, 2012 before me, the undersigned Notary Public, personally appeared Mitchell A. Margenstern and known to me to be the Senior Vice President, 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 Charisa Pellicori Residing at Lincolnwood

Notary Public in and for the State of Illinois

My commission expires _____

"OFFICIAL SEAL"
 CHARISA PELLICORI
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 09/24/2015

County Clerk's Office