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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Morton Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

Doc#: 1227848005 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/04/2012 11:25 AM Pg: 1 of 5

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

PRAMIE TITLE INC.
905 W. NORTH AVE
CHICAGO, IL 60602

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Ln #435068/Trans #47011/Loan ID#14689, Loan Doc. Specialist (ol)
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

ACCOM

MODIFICATION OF MORTGAGE



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* CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee to

THIS MODIFICATION OF MORTGAGE dated June 5, 2012, is made and executed between North Star Trust Company, not personally but as Successor Trustee to MB Financial Bank, N.A., as Successor Trustee to First National Bank of Morton Grove, as Trustee under Trust Agreement dated January 7, 1994 and Known as Trust #94-001, whose address is 500 W. Madison St., Ste. #3150, Chicago, IL 60661 (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 January 28, 1994 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 28, 1994 executed by First National Bank of Morton Grove, as Trustee ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to First National Bank of Morton Grove ("Lender"), recorded on February 3, 1994 as document no. 94115460, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 3, 1994 as document no. 94115461; modified by Modification of Mortgage recorded April 5, 1999 as document no. 99324013; modified by Modification of Mortgage recorded January 14, 2004 as document no. 0401435408; further modified by Modification of Mortgage recorded March 9, 2007 as document no. 0706849124.

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

LOT 3 IN OLD ORCHARD COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF PART OF THE

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

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NORTHWEST 1/4 OF SECTION 27, AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING:

THAT PART OF LOT 3 IN OLD ORCHARD COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 3 THAT IS 15 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1500-1522 Eimhurst Rd., Mount Prospect, IL 60056.
The Real Property tax identification number is 03-27-100-008-0000.

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 June 5, 2012, in the original principal amount of \$256,680.77 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five point eight percent (5.80%) 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 June 5, 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.

The paragraph titled "Maximum Lien/Maximum Indebtedness" set forth in the Mortgage secures the entire principal amount of the Loans, interest accrued thereon and all other Obligations. Under no circumstances, however, shall the aggregate principal indebtedness exceed an amount equal to two (2) times the original principal amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

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

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MODIFICATION OF MORTGAGE (Continued)

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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 JUNE 5, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO
NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A., AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF MORTON GROVE, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 7, 1994 AND KNOWN AS TRUST #94-001

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO
NORTH STAR TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 01-07-1994 and known as North Star Trust Company, not personally but as Successor Trustee to MB Financial Bank, N.A., as Successor Trustee to First National Bank of Morton Grove, as Trustee under Trust Agreement dated January 7, 1994 and Known as Trust #94-001 .

By: *Laurel D. Thorpe*
Trust Officer

LENDER:

MB FINANCIAL BANK, N.A.

x *Patricia Bellini*
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in the Trustee. It is expressly understood and agreed that the Trustee, its agents, representatives, successors, assigns, and heirs, shall not be held liable for any obligations, liabilities, or damages arising out of or in connection with the performance of the duties and responsibilities undertaken by the Trustee in this instrument. No personal liability or responsibility is assumed by or shall be imposed or enforceable against the Trustee or its agents, assigns, or heirs, for any representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
) CHICAGO TITLE LAND TRUST COMPANY
* AS SUCCESSOR TRUSTEE TO

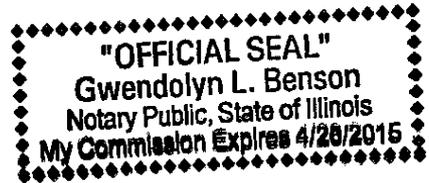
On this 18th day of July, 2012 before me, the undersigned Notary Public, personally appeared Trust Officer, Laurel D. Thorpe of North Star Trust Company, Trustee of North Star Trust Company, not personally but as Successor Trustee to MB Financial Bank, N.A., as Successor Trustee to First National Bank of Morton Grove, as Trustee under Trust Agreement dated January 7, 1994 and Known as Trust #94-001, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

Gwendolyn L. Benson

Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____



COOK County Clerk's Office

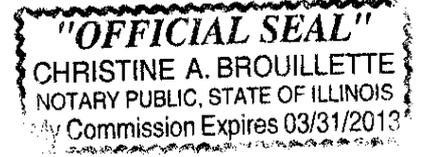
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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 27 day of June, 2012 before me, the undersigned Notary Public, personally appeared Patrick Baldwin and known to me to be the Small Bus Lending Credit Off, 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 Christine A Brouillette Residing at 6111 N River Rd
Rosemont IL
 Notary Public in and for the State of Illinois
 My commission expires 3-31-2013

Property of Cook County Clerk's Office