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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. **CRE Division 4** 800 West Madison Chicago, IL 60607

WHEN RECORDED MAIL TO:

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



Doc#: 1231922048 Fee: \$50.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/14/2012 10:21 AM Pg: 1 of 6

FOR RECORDER'S USE ONLY

This Modification of Mortgage prenand by: WChampion/LN #276960/Dez/ #11950 MB Financial Blank, N.A. 6111 N. River Rd. Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated September 15, 2012, is made and executed between Theodore Mavrakis, whose address is 36 Park Lane, Golf, IL 60029 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 19, 2006 executed by Theodore Mavrakis ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on October 2, 2006 as document no. 0627502141, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 2, 2006 as document no. 0627502142, modified by a Modification of Mortgage dated September 5, 2010, recorded on October 18, 2010 as document no. 1029122047, further modified by a Modification of Mortgage dated April 5, 2012, recorded on June 19, 2012 as document no. 1217139050, further modified by a Modification of Mortgage dated July 15, 2012, recorded Oct 22,202 as document no. 1229639030 .

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

LOT 1 IN THE PLAT OF CONSOLIDATION OF LOTS 1 AND 2 IN RESUBDIVISION OF LOTS 16 TO 32 INCLUSIVE, IN ARTHUR DUNAS' HOWARD AVENUE SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 45 ACRES THEREOF; AND

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MODIFICATION OF MORTGAGE (Continued)

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EAST OF THE EAST LINE OF THE WEST 6.358 ACRES OF THE EAST 16.358 ACRES OF THE SOUTH 32.500 ACRES OF SAID NORTHEAST 1/4 OF SAID SECTION 25, ACCORDING TO SAID PLAT OF CONSOLIDATION RECORDED MARCH 15, 1984 AS DOCUMENT 27006274, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1325 Howard Street, Evanston, IL 60202. The Real Property tax identification number is 10-25-226-054-0000.

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, individually and collectively, (i) that certain Promissory Note dated September 5, 2012, in the original principal amount of \$1,177,098.58 executed by Borrower payable to Lender, as amended, supremented, 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 af e. 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 5.75% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 5.75%. Payment of all interest and principal due on the Note is due no later than January 15, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called "The Maturity Date"); provided, such Maturic, Date shall not be later than Twenty (20) years after the date hereof; (ii) that certain Promissory Note dated Captember 5, 2012, in the original principal amount of \$712,703.92 executed by Theodore G. Mavrakis 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 1.0 percentage points over the Index, provided, under no circumstances will the interest rate be less than 5.50% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest late of 5.50%. Payment of all interest and principal due on the Note is due no later than January 15, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein call of The Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the size hereof; (iii) that certain Promissory Note dated September 15, 2012, in the original principal amount of \$795,330.22 executed by Theodore G. Mavrakis payable to Lender, as amended, supplemented, minditied 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 5.50% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 5.50%. Payment of all interest and principal due on the Note is due no later than January 15, 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; (iv) that certain Promissory Note dated September 15, 2012, in the original principal amount of \$410,586.42 executed by Theodore G. Mavrakis payable to Lender, as amended, supplemented, modified or replaced

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MODIFICATION OF MORTGAGE (Continued)

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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 5.50% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 5.50%. Payment of all interest and principal due on the Note is due no later than January 15, 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; (v) that certain Promisso: Note dated September 5, 2010, in the original principal amount of \$953,163.16 executed by Theodor: G. Mavrakis payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) per annum. Interest on the unpaid principal bulance 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 mincipal balance is outstanding. Payment of all interest and principal due on the Note is due no later than September 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; (vi) that certain Promissory Note dated September 5, 2010, in the original principal amount of \$2,287,549.29 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) 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 September 5, 2013 (such maturity date as it hereafter may be renewal, 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; (vii) that certain Promissory Note dated September 5, 2010, in the original principal amount of \$529,214.35 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and in half percent (5.50%) 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 September 5, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called 'no "Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof; (viii) that certain Promissory Note dated July 23, 2010, in the original principal amount of \$4,196,621,49 executed by Imagine Properties, LLC payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) 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 July 15, 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; (ix) that certain Promissory Note dated July 5, 2012, in the original principal amount of \$413,219.68 executed by imagine Properties 400, LLC payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) 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 October 5,

2013 (such maturity date as it nereafter 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; (x) that certain Promissory Note dated September 5, 2010, in the original principal amount of \$1,002,621,06 executed by TM Building, LLC payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) 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 September 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; (xi) that certain Promissory Note dated September 5, 2010, in the original principal amount of \$1,608,738.61 executed by 1040 S. Milwaukee, LLC payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is five and one half percent (5.50%) 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 September 5, 2013 (such maturity date as it hereafter may be renewed, extended or an exclad 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 Indebtoriess" 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 monies advance 1 by the Mortgagee to protect and preserve the lien of this Mortgage.

together with monies advanced by the Nortgagee 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 policiate 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 or 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 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 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)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2012.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2012.			
Theodore Mayrakis LENDER: MB FINANCIAL BANK, N.A. Authorized Signer			
INDIVIDUAL ACKNOWLEDGMENT			
STATE OF			
On this day before me, the undersigned Notary Public, personally appeared Thexture Mavrakis, 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 user and purposes therein mentioned. Given under my hand and official seal this			
Given under my hand and official seal this 2012. By Main Jawa O. Battung Residing at Motion From Work Notary Public in and for the State of TO COEFICIAL SEAL!			
Notary Public in and for the State of			

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 276960	(Continued)	Page 6
	LENDER ACKNOWLEDGMENT	-
STATE OF)	
COUNTY OF) SS)	
On this day Public, personally appeared	of October 2012 Ronald Calandra and known to	_ before me, the undersigned Notary me to be the
and acknowledged said instrume authorized by MB Financial Park	MB Financial Bank, N.A. that executed and to be the free and voluntary act and do, N.A. through its board of directors or ostated that he or she is authorized to exe	leed of MB Financial Bank, N.A., duly otherwise, for the uses and purposes
executed this said instrument on By Many James O	behalf of MB Financial Bank, N.A.	
Notary Public in and for the State		Morton Hyre
My commission expires	11/2014	MARIA JESUSA D BATTUNG NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 11/21/2014
	The state of the s	WY COMMISSION EXPIRES 1 1/2 1/2 1/4

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