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1233919041

RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
successor in interest to New
Century Bank
Acquired Assets New Century
363 W. Ontario
Chicago, IL 60654

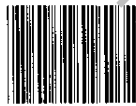
Doc#: 1233919041 Fee: \$48.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2012 09:33 AM Pg: 1 of 5

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:
DMacias/LN#375249001/D#12191
MB Financial Bank, N.A.
363 W. Ontario
Chicago, IL 60654

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 10, 2012, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee Under Trust Agreement dated May 25, 2010 and known as Trust Number 8002354792., whose address is 10 S. LaSalle St., Suite 310, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to New Century Bank, whose address is 363 W. Ontario, Chicago, IL 60654 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 26, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 26, 2005 executed by Christine E. Rockwell ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to New Century Bank ("Lender"), recorded on September 21, 2005 as document no. 0526453213, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 21, 2005 as document no. 0526453214.

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

LOTS 10 AND 11 IN ASSESSOR'S SUBDIVISION OF LOTS 1 TO 4 AND 9 TO 12 IN BLOCK 19 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Real Property or its address is commonly known as 939 and 941 N. Orleans St., Chicago, IL 60610. The Real Property tax identification number is 17-04-426-004-0000 and 17-04-426-003-0000.

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 (i) that certain Promissory Note dated August 10, 2012, in the original principal amount of \$804,526.91 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is Five percent (5.00%) 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 December 10, 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 (ii) that certain Promissory Note dated December 5, 2010, in the original principal amount of \$888,696.05 executed by Christine E. Rockwell payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is Five percent (5.00%) 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 December 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.

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 remain 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

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MODIFICATION OF MORTGAGE (Continued)

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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 AUGUST 10, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 2010 AND KNOWN AS TRUST NUMBER 8002354792. and not personally

By: *Nancy A. Carlin* Trust Officer
Authorized Signer for CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust Agreement dated May 25, 2010 and known as Trust Number 8002354792.

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 it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO NEW CENTURY BANK

X *[Signature]*
Authorized Signer

Office of Cook County Clerk's Office

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TRUST ACKNOWLEDGMENT

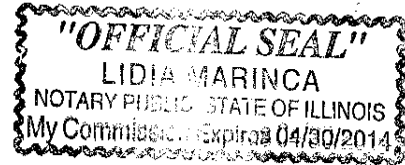
STATE OF Illinois)
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 COUNTY OF Cook)

On this 22nd day of November, 2012 before me, the undersigned Notary Public, personally appeared Nancy A Carlin, Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust Agreement dated May 25, 2010 and known as Trust Number 8002354792.**, 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.

By *Lidia Marinca* Residing at Chicago, IL

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

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On this 8th day of November, 2012 before me, the undersigned Notary Public, personally appeared R. Lawrence Johnson and known to me to be the Senior V.P., authorized agent for **MB Financial Bank, N.A. successor in interest to New Century Bank** 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. successor in interest to New Century Bank**, duly authorized by **MB Financial Bank, N.A. successor in interest to New Century Bank** 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. successor in interest to New Century Bank**.

By Olga L. Moody Residing at Rosemont, Illinois
Notary Public in and for the State of Illinois
My commission expires 3/23/2015

County Clerk's Office