

# UNOFFICIAL COPY



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Doc#: 1303019114 Fee: \$46.25  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/30/2013 02:51 PM Pg: 1 of 4

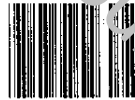
RECORDATION REQUESTED BY:  
MB Financial Bank, N.A.  
Acquired Assets InBank  
15533 South Cicero Avenue  
Oak Forest, IL 60452

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:  
C. Aguilar Barbosa Loan Documentation Officer, Deal 1346 Loan 68491759001  
MB Financial Bank, N.A.  
15533 South Cicero Avenue  
Oak Forest, IL 60452

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated October 10, 2012, is made and executed between SAIBU T. PATHIYIL and REGINA S. PATHIYIL, Husband and Wife, as Tenants by the Entirety, whose address is 10826 SCARLET DR , ORLAND PARK, IL 60467-4408 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 15533 South Cicero Avenue, Oak Forest IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 26, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois as follows:

Mortgage dated as of September 6, 2006 executed by Saibu T. Pathiyil and Regina Saibu Pathiyil, His Wife, as Tenants by the Entirety ("Grantor") for the benefit of MB Financial Bank, N.A., Successor in Interest to Interstate Bank f/k/a InBank ("Lender"), recorded on September 12, 2006 as document no. 0625520270 and Mortgage dated as of July 11, 2009 executed by Saibu Pathiyil and Regina S. Pathiyil, Husband and Wife, not as Joint Tenants or Tenants in Common but as Tenants by the Entirety ("Grantor) for the benefit of MB Financial Bank, N.A., Successor In Interest to InBank ("Lender"), recorded on November 27, 2009 as document no. 0933104146, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 12, 2003 as document no. 0625520271 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on November 27, 2009 as document no. 0933104147 and certain Modification of Mortgage dated as of July 10, 2012 executed by Grantor for the benefit of Lender, recorded on September 26, 2012 as document no 1227039004.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK

S 4  
P 4  
S M  
M 9  
SC 7  
E M  
INT 8/18

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(Continued)**

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County, State of Illinois:

LOT 77 IN TIMBERS EDGE 11D, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8955 POPLAR ST, TINLEY PARK, IL 60477. The Real Property tax identification number is 27-34-216-020-0000.

**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 October 10, 2012, in the original principal amount of \$753,504.53 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is six point eight seven five percent (6.875%) 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 10, 2014 (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)

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

GRANTOR:

X Saibu Pathiyil  
SAIBU T. PATHIYIL

X Regina S. Pathiyil  
REGINA S. PATHIYIL

LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

)  
) SS  
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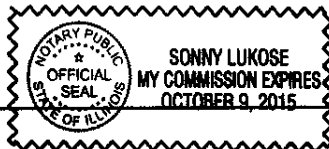
On this day before me, the undersigned Notary Public, personally appeared SAIBU T. PATHIYIL and REGINA S. PATHIYIL, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of January, 2013.

By [Signature] SONNY LUKOSE Residing at ORLAND PARK

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOV/LEDGMENT

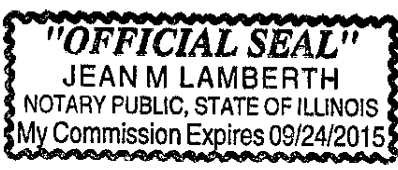
STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 18th day of January, 2013 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the V.P., 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 Jean M Lambert Residing at Rosemont

Notary Public in and for the State of Illinois

My commission expires 9/24/2015



Cook County Clerk's Office