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1309922022

RECORDATION REQUESTED BY:

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

Doc#: 1309922022 Fee: \$48.25
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/09/2013 08:28 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:

an/LN #4221259, ID #24813
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated March 5, 2013, is made and executed between Chicago Title Land Trust Company, Successor Trustee to Commercial National Bank of Chicago, not personally but as Trustee U/T/A dated January 20, 1981 and known as Trust #120, whose address is 10 S. LaSalle St., Suite 2750, Chicago, IL 60603 (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 January 14, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 14, 2005 executed by Cole Taylor Bank, not personally but as Successor Trustee to Corus Bank, NA, F/K/A Commercial National Bank, as Trustee under Trust Agreement dated January 20, 1981 and known as Trust Number 120 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 8, 2005 as document no. 0509815070, modified by Modification of Mortgage recorded March 27, 2006 as document no. 0608622094, modified by Modification of Mortgage recorded May 16, 2008 as document #0813704034, modified by Modification of Mortgage recorded September 21, 2010 as document no. 1026422017 and further modified by Modification of Mortgage recorded January 11, 2013 as document no. 1301119053.

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

THE NORTH 15 FEET OF LOT 36 AND ALL OF LOTS 37 AND 38 IN BLOCK 1 IN OLIVER SALINGER AND COMPANY'S 5TH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER IN THE NORTHEAST

S 4
P 5
S M
M 4
SC 4
E M
INT 9A

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(Continued)**

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FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO PLAT THEREOF RECORDED MARCH 31, 1924 AS DOCUMENT 8341272, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3451 W. Glenlake Ave., Chicago, IL 60659. The Real Property tax identification number is 13-02-215-001-0000 and 13-02-215-042-0000.

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 March 5, 2013, in the original principal amount of \$3,000,000.00 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE..**

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 endorser 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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2013.

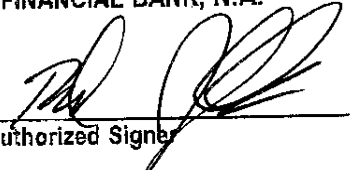
GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO
COMMERCIAL NATIONAL BANK OF CHICAGO, NOT PERSONALLY BUT
AS TRUSTEE U/T/A DATED JANUARY 20, 1981 AND KNOWN AS TRUST
#120

By:  and not personally
Land Trust Officer Christine C. Young

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are intended to be the warranties, indemnities, representations, covenants, undertakings and agreements made by the Trustee and not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of making the Trustee personally liable for the performance of the obligations specifically described herein, and this instrument is executed and delivered by said Trustee not in its own name but in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trust on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being hereby waived and released.

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TRUST ACKNOWLEDGMENT

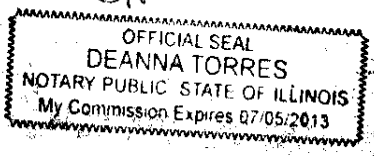
STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

On this 25th day of March, 2013 before me, the undersigned Notary Public, personally appeared Land Trust Officer, Christine C. Young of Chicago Title Land Trust Company, Successor Trustee to Commercial National Bank of Chicago, not personally but as Trustee U/T/A dated January 20, 1981 and known as Trust #120, 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 [Signature] Residing at 10 S. LaSalle #2150
CHICAGO, IL 60603

Notary Public in and for the State of ILLINOIS

My commission expires _____



County Clerk's Office

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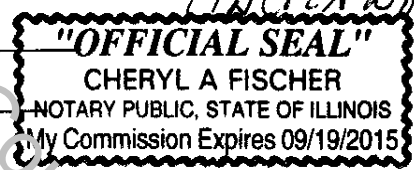
LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 25TH day of MARCH, 2013 before me, the undersigned Notary Public, personally appeared DONALD J. CLARK and known to me to be the VP, 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 *[Signature]* Residing at 640 N. LINCOLN
CHICAGO, IL

Notary Public in and for the State of IL
 My commission expires 9/19/15



County Clerk's Office