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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Morton Grove
6201 W. Dempster Avenue
Morton Grove, IL 60053

Doc#: 1310139007 Fee: \$50.25
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/11/2013 08:48 AM Pg: 1 of 6

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 #336136, ID #24280
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated February 17, 2013, is made and executed between Thomas A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50% interest), whose address is 412 S. Pine St., Mount Prospect, IL 60056 and Shirley A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50%), whose address is 412 S. Pine St., Mount Prospect, IL 60056 (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 August 17, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 17, 2000 executed by Thomas A. Borek and Shirley A. Borek ("Grantor") for the benefit of First National Bank of Morton Grove n/k/a MB Financial Bank, N.A. ("Lender"), recorded on August 18, 2000 as document no. 00637350, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 18, 2000 as document no. 00637351, modified by Modification of Mortgage recorded on March 27, 2003 as document no. 030415249 and further modified by Modification of Mortgage recorded on May 9, 2008 as document no. 0813010100.

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

LOTS 11 AND 12 IN OAKTON INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING

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

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Loan No: 336136

NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY ACCORDING TO PLAT THEREOF FILED ON FEBRUARY 21, 1974 AS LR2740200, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 365-391 Kent St., Elk Grove Village, IL 60007. The Real Property tax identification number is 08-27-102-075-0000 and 08-27-102-076-0000.

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 February 17, 2013, in the original principal amount of \$424,339.53 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is 6.10% 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 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.

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 FEBRUARY 17, 2013.

GRANTOR:

THOMAS A. BOREK REVOCABLE LIVING TRUST, UNDER TRUST AGREEMENT DATED APRIL 13, 1994 (AS TO AN UNDIVIDED 50% INTEREST)

By: *Thomas A. Borek*
Thomas A. Borek, Trustee of Thomas A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50% interest)

By: *Thomas A. Borek*
Thomas A. Borek, Settlor of Thomas A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50% interest)

SHIRLEY A. BOREK REVOCABLE LIVING TRUST, UNDER TRUST AGREEMENT DATED APRIL 13, 1994 (AS TO AN UNDIVIDED 50%)

By: *Shirley A. Borek*
Shirley A. Borek, Trustee of Shirley A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50%)

By: *Shirley A. Borek*
Shirley A. Borek, Settlor of Shirley A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50%)

LENDER:

MB FINANCIAL BANK, N.A.

X *Mark Gos* *Chris*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 11th day of MARCH, 2013 before me, the undersigned Notary Public, personally appeared **Thomas A. Borek, Trustee of Thomas A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50% interest) and Thomas A. Borek, Settlor of Thomas A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50% interest)**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *Marcin Bos* Residing at 15 E. PROSPECT AVE
FT. PROSPECT IL 60054

Notary Public in and for the State of IL

My commission expires 01/12/2015



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MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

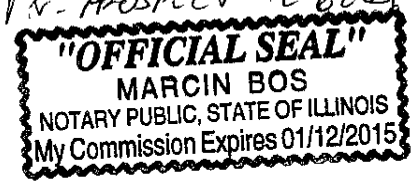
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 11TH day of MARCH, 2013 before me, the undersigned Notary Public, personally appeared **Shirley A. Borek, Trustee of Shirley A. Borek Revocable Living Trust, under Trust Agreement dated April 12, 1994 (as to an undivided 50%) and Shirley A. Borek, Settlor of Shirley A. Borek Revocable Living Trust, under Trust Agreement dated April 13, 1994 (as to an undivided 50%)**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Marcin Bos Residing at 15 E. PROSPECT AVE

Notary Public in and for the State of IL

My commission expires 01/12/2015



COOK County Clerk's Office

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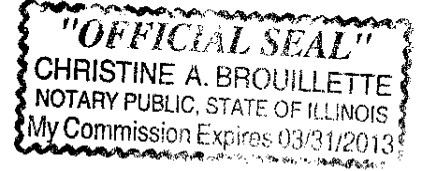
MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 13 day of March, 2013 before me, the undersigned Notary Public, personally appeared Chris Hansen and known to me to be the AVP Small Bus lending, 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 Brouillette Residing at 6111 N River Rd
Rosemont IL 60018
 Notary Public in and for the State of Illinois
 My commission expires 3-31-2013

Cook County Clerk's Office