

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Lakeview  
3179 N. Clark Street  
Chicago, IL 60657



Doc#: 1316539004 Fee: \$48.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/14/2013 08:55 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:**

MDrozdz/296782/ID 27118  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated May 10, 2013, is made and executed between Thomas M. Tunney Revocable Trust Dated June 13, 1992 and Restated November 29, 2011, whose address is 330 W. Diversey Pkwy, Unit 1807, Chicago, IL 60657-6205 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 3179 N. Clark Street, Chicago, IL 60657 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 5, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 5, 2013 executed by Thomas M. Tunney Revocable Trust Dated June 13, 1992 and Restated November 29, 2011 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded May 22, 2013 as document no. 1314210078; and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 22, 2013 as document no. 1314210079.

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

LOT 44 IN BLOCK 4 IN ZERO PARK, BEING ZERO MARK'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN S. H. KERFOOT'S RESUBDIVISION OF LOTS 1 TO 20 BOTH INCLUSIVE IN LOUIS E. HENRY'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5207 N. Clark Street, Chicago, IL 60640. The Real Property tax identification number is 14-08-124-006-0000.

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P 5  
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INT 9/11

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

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**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

\BThe 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 May 10, 2013 in the original principal amount of \$365,000.00 executed by Borrower, payable to the order of Lender and (ii) that certain Promissory Note dated May 5, 2013 in the original principal amount of \$200,000.00 executed by Borrower, payable to the order of Lender.

The paragraph titled "Maximum Lien/Maximum Indebtedness" 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 moneys advanced by the Mortgagee 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 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 MAY 10, 2013.

GRANTOR:

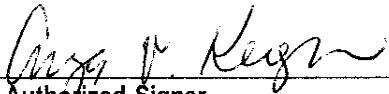
THOMAS M. TUNNEY REVOCABLE TRUST DATED JUNE 13, 1992 AND  
RESTATED NOVEMBER 29, 2011

By: 

Thomas M. Tunney, Trustee of Thomas M. Tunney Revocable  
Trust Dated June 13, 1992 and Restated November 29, 2011

LENDER:

MB FINANCIAL BANK, N.A.

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

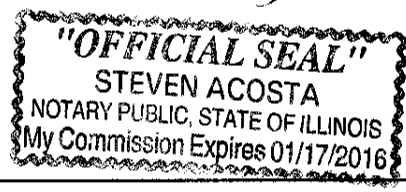
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 8 day of May, 2013 before me, the undersigned Notary Public, personally appeared **Thomas M. Tunney, Trustee of Thomas M. Tunney Revocable Trust Dated June 13, 1992 and Restated November 29, 2011**, 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 Steven Acosta Residing at 3179 N Clark St  
Chicago IL 60657

Notary Public in and for the State of IL

My commission expires 1/17/16



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## MODIFICATION OF MORTGAGE (Continued)

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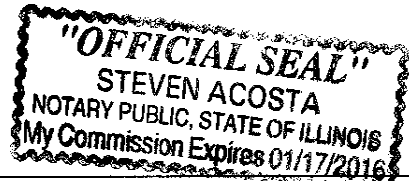
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
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On this 28 day of May, 2013 before me, the undersigned Notary Public, personally appeared Anya Keogh and known to me to be the Vice President, 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 Steven Acosta Residing at 3179 N Clark St  
Chicago IL 60657  
 Notary Public in and for the State of IL

My commission expires 1/17/16



Cook County Clerk's Office