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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Korean Banking Lincolnwood
6401 North Lincoln Avenue
Lincolnwood, IL 60712

Doc#: 1317834015 Fee: \$46.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/27/2013 08:23 AM Pg: 1 of 4

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:

N. SANTIAGO/LN #282432/ID #28130
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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ck
[Signature]

THIS MODIFICATION OF MORTGAGE dated April 28, 2013, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08, whose address is 10 S. LASALLE ST., #3100, 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 April 28, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of April 28, 2008 (the "Mortgage") executed by Chicgao Title Land Trust Company, not personally, but as Trustee u/t/a dated November 6, 1989 a/k/a Trust No. 109506-08 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 10, 2008 as document no. 0819241100 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on on July 10, 2008 as document no. 0819241101.

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

LOTS 16 AND 17 IN BLOCK 60 IN KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO, (EXCEPT STREETS), IN

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INT

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

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TOWNSHIP 40, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3306-10 W BRYN MAWR AVE., CHICAGO, IL 60659-4510. The Real Property tax identification number is 13-02-431-032-0000 AND 13-02-431-033-0000.

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, individually and collectively, (i) that certain Promissory Note dated April 28, 2013 in the original principal amount of \$264,465.10 executed by Borrower payable to the order of Lender, and (ii) that certain Promissory Note dated May 10, 2012 in the original principal amount of \$177,000.00 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

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.

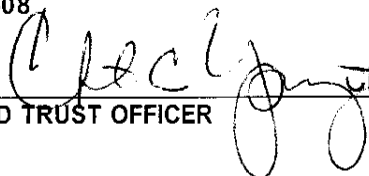
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 28, 2013.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS
TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO.
109506-08

By:

LAND TRUST OFFICER



Christine C. Young

Trust Officer

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 4th day of June, 2013 before me, the undersigned Notary Public, personally appeared **LAND TRUST OFFICER, Christina C. Grogan** of **CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08**, 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 ST. # 2750
CHICAGO, IL. 60603

Notary Public in and for the State of Illinois

My commission expires [Signature]
OFFICIAL SEAL
MILAN PILJEVIC
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/05/2016

It is expressly understood by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, covenants, undertakings and agreements herein made on the part of the Trustee or any person acting on behalf of the Trustee shall be the warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee or any person acting on behalf of the Trustee and shall be binding on the Trustee or any person acting on behalf of the Trustee and shall not be binding on the undersigned land trustee, 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 and such personal liability, if any, being expressly waived and released.

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LENDER ACKNOWLEDGMENT

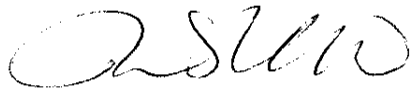
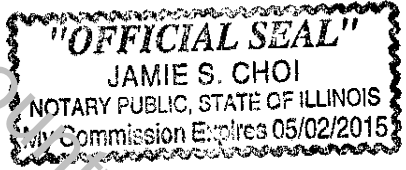
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 4th day of June, 2013 before me, the undersigned Notary Public, personally appeared Susan Kim and known to me to be the _____, 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 Jamie Choi Residing at _____

Notary Public in and for the State of IL

My commission expires 5/2/15

Clerk's Office