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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/16/2013 09:08 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Retail Banking Huron
33 W. Huron
Chicago, IL 60610

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:

John Sheahan/Ln #4210879/ID #29983/Trans #50223
MB Financial Bank, N.A.
6111 N River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated June 5, 2013, is made and executed between Chicago Title Land Trust Company, Not Personally But as Successor Trustee Under Trust Agreement Dated December 12, 1985 and Known as Trust Number 9693, whose address is 10 S. La Salle Street, Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 33 W. Huron, Chicago, IL 60610 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 31, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 31, 2001 (the "Mortgage") executed by Chicago Title Land Trust Company, not personally, but as Turstee u/t/a dated December 12, 1985 a/k/a Trust No. 9693 ("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 February 26, 2002 as document no. 0020223831 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on February 26, 2002 as document no. 0020223832, modified by a Modification of Mortgage recorded on February 19, 2003 as document no. 0030230493, further modified by a Modification of Mortgage recorded on July 11, 2003 as document no. 0319226230, and Mortgage dated as of April 30, 2004 (the "Mortgage") executed by Chicago Title Land Trust Company, not personally, but as Turstee u/t/a dated December 12, 1985 a/k/a Trust No. 9693 ("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 June 22, 2004 as document no. 0417422196 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on as document no. 0417422174,

Handwritten marks and signatures on the right side of the page, including a vertical line with checkmarks and a signature at the bottom.

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modified by a Modification of Mortgage recorded on October 10, 2008 as document no. 0828413061 and modified by a Modification of Mortgage recorded on December 7, 2010 as document no. 1034139076, and further modified by a Modification of Mortgage recorded on July 10, 2012 as document no. 1219213017.

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

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 IN BLOCK 11 IN WALKER'S DOUGLAS PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 8 IN WALKER'S DOUGLAS PARK ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT RAILROAD LANDS) IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN AND CONDEMNED BY THE CITY OF CHICAGO FOR SOUTH ROCKWELL AVENUE, ALSO EXCEPT THAT PART THEREOF FALLING IN WEST 19TH STREET, ALSO EXCEPT THAT PART CONVEYED BY GEORGE ALLEN ROBBINS AND NORTH TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY BY DEED DATED JUNE 21, 1866 AND RECORDED AUGUST 27, 1866 IN BOOK 358 PAGE 263, AS DOCUMENT NUMBER 52191, AND RECORDED AUGUST 26, 1872 IN BOOK 149 PAGE 303 AS DOCUMENT NUMBER 121853).

PARCEL 3:

THAT PART OF 19TH STREET LYING NORTH AND ADJOINING PARCEL 2 DESCRIBED ABOVE, AND SOUTH AND ADJOINING PARCEL 2 DESCRIBED ABOVE.

PARCEL 4:

LOTS 1 TO 11 IN BLOCK 10 IN WALKER'S DOUGLAS PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1901 S. ROCKWELL ST, CHICAGO, IL 60608-2497. The Real Property tax identification number is 16-24-417-006-0000.

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 June 5, 2013 in the original principal amount of \$400,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time, (ii) that certain Promissory Note dated October 5, 2010 in the original principal amount of \$83,333.53 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time, and (iii) that certain Promissory Note dated October 5, 2010 in the original principal amount of \$76,419.63 executed by Borrower payable to the order of Lender, 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

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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.

CROSS DEFAULT. Borrower will be in default if Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan Borrower has with Lender.

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

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS
SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER
12, 1985 AND KNOWN AS TRUST NUMBER 9637

By: *Jane Steal Trust Officer*
Authorized Signer for Chicago Title Land Trust Company, Not
Personally But as Successor Trustee Under Trust Agreement
Dated December 12, 1985 and Known as Trust Number 9637

LENDER:

MB FINANCIAL BANK, N.A.

x *[Signature]*
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 31st day of July, 2013 before me, the undersigned Notary Public, personally appeared June Stett Trust Officer of Chicago Title Land Trust Company, Not Personally But as Successor Trustee Under Trust Agreement Dated December 12, 1985 and Known as Trust Number 9693, 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 1100 Lake St Ste 165
Oak Park IL 60301
 Notary Public in and for the State of IL
 My commission expires 9-13

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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On this 31st day of July, 2013 before me, the undersigned Notary Public, personally appeared Brian Rastler 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 [Signature] Residing at 1100 Lake St
Cook Park IL 60301
 Notary Public in and for the State of IL
 My commission expires 9-6-13

PROPOSED BY COOK COUNTY CLERK'S OFFICE