

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Asset Based Lending  
6111 N. River Rd.  
Rosemont, IL 60018



Doc#: 1331810008 Fee: \$48.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/14/2013 09:47 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:  
SPeraswamy/Ln#8800609.ID 32315  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated September 5, 2013, is made and executed between GEORGE E. FLOLO and NORMAN L. FLOLO, NOT PERSONALLY BUT AS TRUSTEES UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER ONE, whose address is 586 PO BOX, BENSENVILLE, IL 60106 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Rd., Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 6, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 6, 2001 (the "Mortgage") executed by Trust Number One dated September 4, 1975 ("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 May 16, 2002 as document no. 0020560819, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on May 16, 2002 as document no. 0020560820, further modified by a Modification of Mortgage recorded in the Recorder's Office on October 24, 2003 as document no. 0329704175, modified by a Modification of Mortgage recorded in the Recorder's Office on May 3, 2004 as document no. 0412413134, modified by a Modification of Mortgage recorded in the Recorder's Office on May 18, 2005 as document no. 0513806017; modified by Modification of Mortgage recorded in the Recorder's Office on January 15, 2013 as document no. 1301541012 and Re-recorded on August 8, 2013 as document no. 1322010071.

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

Y  
5  
N  
Y  
YB  
N  
STP

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(Continued)**

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THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGHWAY KNOWN AS FRANKLIN AVENUE AND THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID HIGHWAY, A DISTANCE OF 601.63 FEET FOR A POINT OF BEGINNING; THENCE NORTH ON A LINE PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID RAILWAY A DISTANCE OF 503.34 FEET TO THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER A DISTANCE OF 134.09 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID RAILWAY A DISTANCE OF 448.41 FEET TO THE CENTER LINE OF SAID FRANKLIN AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID FRANKLIN AVENUE A DISTANCE OF 144.77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1061 E. Green Street, Bensenville, IL 60106. The Real Property tax identification number is 12-19-100-044-0000 and 12-19-100-123-0000.

**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 September 5, 2013 in the original principal amount of \$2,750,000.00 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 locally 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.

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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 SEPTEMBER 5, 2013.

GRANTOR:

GEORGE FOLO AND NORMAN FOLO, AS TRUSTEES UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER ONE

By: *George Flolo*  
GEORGE E. FOLO, Trustee of GEORGE FOLO AND NORMAN FOLO, AS TRUSTEES UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER ONE

By: *Norman L. Flolo*  
NORMAN L. FOLO, Trustee of GEORGE FOLO AND NORMAN FOLO, AS TRUSTEES UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER ONE

LENDER:

MB FINANCIAL BANK, N.A.

x *[Signature]*  
Authorized Signer

County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

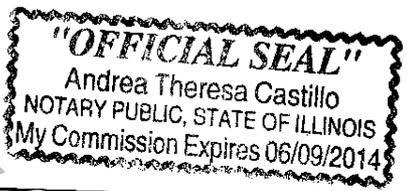
STATE OF Illinois )  
 COUNTY OF Cook ) SS  
 )

On this 21st day of October, 2013 before me, the undersigned Notary Public, personally appeared **GEORGE E. FLOLO, Trustee of GEORGE FLOLO AND NORMAN FLOLO, AS TRUSTEES UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER ONE** and **NORMAN L. FLOLO, Trustee of GEORGE FLOLO AND NORMAN FLOLO, AS TRUSTEES UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1975 AND KNOWN AS TRUST NUMBER ONE**, and known to me to be authorized trustees or agents 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 of, by authority of statute 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 trust.

By *Andrea Theresa Castillo* Residing at Cook, Chicago

Notary Public in and for the State of Illinois

My commission expires 06/09/2014



*Cook County Clerk's Office*

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## MODIFICATION OF MORTGAGE (Continued)

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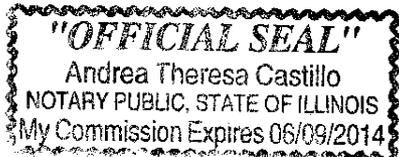
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 COUNTY OF Cook ) SS  
 )

On this 21st day of October 2013 before me, the undersigned Notary Public, personally appeared Evelyn Cuzman 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 Cook, Chicago  
 Notary Public in and for the State of Illinois  
 My commission expires 06/09/2014



County Clerk's Office