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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Division 22
800 West Madison Avenue
Chicago, IL 60607

Doc#: 1401539012 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/15/2014 09:08 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:

C. Aguilar Barbosa Loan Documentation Officer, Deal 20067 Loan 289948
MB Financial Bank, N.A.
800 West Madison Avenue
Chicago, IL 60607

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 14, 2013, is made and executed between MADISON & OGDEN LLC, whose address is 1535 W. MADISON ST., CHICAGO, IL 60607-1811 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 800 West Madison Avenue, Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 21, 2013 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of November 24, 2009 executed by Chicago Title Land Trust Company, not personally but as Successor Trustee to Cole Taylor Bank and Corus Bank, Formerly Known as Aetna Bank, as Trustee under Trust Agreement dated October 24, 1995 and Known as Trust #10-4413 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 27, 2010 as document no. 1002744010, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 27, 2010 as document no. 1002744011.

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

LOTS 12, 13, 14 AND THE EAST 29 2/12 FEET OF LOT 15 IN LAFLIN AND LOOMIS SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1535 W. MADISON ST., CHICAGO, IL 60607. The

S yes
8/5
Yes
Yes
No
NT

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MODIFICATION OF MORTGAGE (Continued)

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Real Property tax identification number is 17-17-101-009-0000.✓

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

The word ("Grantor") in original Mortgage and Assignment of Rents is amended from Chicago Title Land Trust Company, not personally but as Successor Trustee to Cole Taylor Bank and Corus Bank, Formerly Known as Aetna Bank, as Trustee under Trust Agreement dated October 24, 1995 and Known as Trust #10-4413, to MADISON & OGDEN LLC, as a result of transfer of title per Trustee's Deed vdated August 17, 2011 and recorded on July 30, 2012 as document # 1221239047.

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 November 14, 2013 in the original principal amount of \$423,409.10 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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)


Loan No: 289948

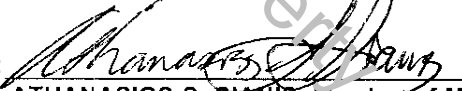
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 14, 2013.

GRANTOR:


MADISON & OGDEN LLC

By: 
APOSTOLOS SIANIS, Member of MADISON & OGDEN LLC

By: 
ATHANASIOS S. SIANIS, Member of MADISON & OGDEN LLC

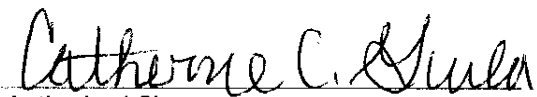
By: 
THEOFANIS S. SIANIS, Member of MADISON & OGDEN LLC

By: 
SAM A. SIANIS, Member of MADISON & OGDEN LLC

By: 
BASILIOS S. SIANIS, Member of MADISON & OGDEN LLC

LENDER:

MB FINANCIAL BANK, N.A.

x 
Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 11th day of December, 2013 before me, the undersigned Notary Public, personally appeared **APOSTOLOS SIANIS, Member of MADISON & OGDEN LLC; ATHANASIOS S. SIANIS, Member of MADISON & OGDEN LLC; THEOFANIS S. SIANIS, Member of MADISON & OGDEN LLC; SAM A. SIANIS, Member of MADISON & OGDEN LLC; and BASILIOS S. SIANIS, Member of MADISON & OGDEN LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By [Signature] Residing at 800 W. Madison
 Notary Public in and for the State of IL

My commission expires 10/3/16



PROPOSED COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 11th day of December, 2013 before me, the undersigned Notary Public, personally appeared CATHERINE GULLA and known to me to be the Compt. Banking Officer, 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 800 W. Madison

Notary Public in and for the State of IL

My commission expires 10-3-14



PROPERTY OF County Clerk's Office