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1411215037

Doc#: 1411215037 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/22/2014 11:29 AM Pg: 1 of 5



1212830030

Doc#: ~~1212830030~~ Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/07/2012 09:14 AM Pg: 1 of 5

RECORDATION REQUESTED BY
MB Financial Bank, N.A.
Commercial Transfer to Ret:
6111 N. River Road
Rosemont, IL 60016

WHEN RECORDED MAIL TO:
MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

RE-RECORD DUE TO DUPLICATE DOC# ADDED TO 2 SEPARATE
MODIFICATION DOCUMENTS.

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
MDroz/55780759001/ID 13365
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated March 15, 2012, is made and executed between North Star Trust Company, not personally but as Trustee under Trust Agreement dated November 19, 2008 and known as Trust No. 08-426, whose address is 500 W. Madison St., Ste 3150, Chicago, IL 60661 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60016 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 12, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 13, 2008 executed by InBank, as Trustee, U/T/A dated November 19, 2008 and known as Trust No. 08-426 ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to InBank ("Lender"), recorded on September 3, 2008 as document no. 0824716039, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 13, 2008 as document no. 0824716040 and Mortgage dated as of December 12, 2008 executed by InBank, as Trustee, U/T/A dated November 19, 2008 and known as Trust No. 08-426 ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to InBank ("Lender"), recorded on December 29, 2008 as document no. 0836447038, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 29, 2008 as document no. 0836447039 and further modified by a Modification of Mortgage recorded on February 28, 2012 document no. 1205939009.

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

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

Loan No: 55780759001

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LOT 14 IN BLOCK 2 IN OSBURN'S SUBDIVISION OF PART OF LOT 2 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33 AND THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 3 ACRES THEREOF) LOCATED IN COOK COUNTY ILLINOIS

The Real Property or its address is commonly known as 710 W. 81st Street, Chicago, IL 60620. The Real Property tax identification number is 20-33-109-032-0000.

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 as of March 15, 2012 in the original principal amount of \$150,995.07 executed by Borrower and 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: 55780759001

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 15, 2012.

GRANTOR:

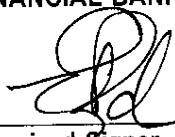
NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TUSTEE
U/I/A DATED NOVEMBER 19, 2008 A/K/A TUST NO. 08-426

By:  Silvia Medina
Land Trust Officer

...not personally but solely as Trustee under certain Trust Agreement known as Trust No. 08-426.
Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held in trust, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

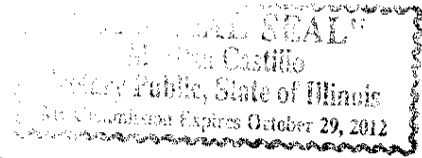
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of April, 2012 before me, the undersigned Notary Public, personally appeared Land Trust Officers Greg Kasprzyk and * Silvia Medina of North Star Trust Company, not personally, but as Trustee U/T/A Dated November 19, 2008 A/K/A Tust No. 08-426, 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. * Silvia Medina

By [Signature] Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10-29-12



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 Cook County Clerk's Office

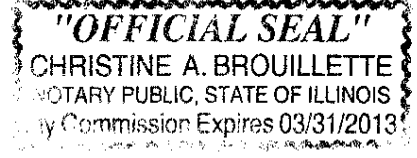
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MODIFICATION OF MORTGAGE (Continued)

Loan No: 55780759001

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 19 day of April, 2012 before me, the undersigned Notary Public, personally appeared Emilios Parperides and known to me to be the ANP Small Business Lending, 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 Christine A. Brouillette Residing at 6111 N River Rd
Rosemont IL 60018
 Notary Public in and for the State of Illinois
 My commission expires 3-31-2013

Cook County Clerk's Office