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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Division 3
6401 North Lincoln Avenue
Lincolnwood, IL 60712

Doc#: 1412739000 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/07/2014 08:10 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:
MDrozd/Ln# 112599/DI# 21307
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated April 9, 2014, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED OCTOBER 6, 1987 A/K/A TRUST NO. 1090556, whose address is 10 S. LaSalle St., Ste 2750, 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 July 15, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 15, 2012 executed by Chicago Title Land Trust Company as trustee under trust agreement dated October 6, 1987 and known as trust number 1090556 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 7, 2013 as document no. 1300712082, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on January 7, 2013 as document no. 1300712083, and modified by Modification of Mortgage on July 15, 2013, recorded on August 8, 2013 as document no. 1322010069.

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

PARCEL 1: LOT 118 IN WINDHAM MANOR BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SOUTH EAST 1/4 OF SECTION 17 AND PART OF THE NORTH 1/2 OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1973 AS

S yes
P 5
S ✓
M yes
S yes
E no
INT ✓

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 112599

Page 2

DOCUMENT NUMBER 22431045 AND SURVEYOR'S CERTIFICATE OF CORRECTION THERETO RECORDED NOVEMBER 6, 1973 AS DOCUMENT NUMBER 22537018, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS PER PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 22431045 AND SURVEYOR'S CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 22537018, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2817 Farmington Rd., Northbrook, IL 60062. The Real Property tax identification number is 04-20-207-006-0000.

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 as of April 9, 2014 in the original principal amount of \$620,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time and (ii) that certain Promissory Note dated as of April 3, 2014 in the original principal amount of \$275,199.00 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: 112599

Page 3

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 9, 2014.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED OCTOBER 6, 1987 A/K/A TRUST NO. 1090556 and not personally

By: Christine C. Young
LAND TRUST OFFICER

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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MODIFICATION OF MORTGAGE (Continued)

Loan No: 112599

Page 4

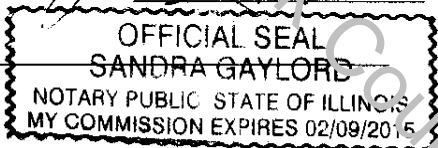
TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

On this 11th day of APRIL, 2014 before me, the undersigned Notary Public, personally appeared **LAND TRUST OFFICER, Christine C. Young** of **CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED OCTOBER 6, 1987 A/K/A TRUST NO. 1090556**, 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 CHICAGO TITLE LAND TRUST COMPANY
10 SOUTH LASALLE STREET, SUITE 2750
CHICAGO, IL 60603
 Notary Public in and for the State of ILLINOIS

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 112599

Page 5

LENDER ACKNOWLEDGMENT

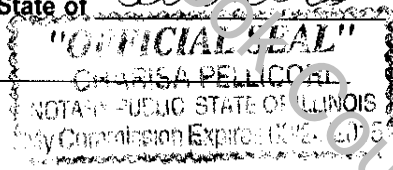
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 11th day of April, 2014 before me, the undersigned Notary Public, personally appeared Mitchell A. Macgordon and known to me to be the Senior Vice President, 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 Charisa Pellicori Residing at Lincolnwood

Notary Public in and for the State of Illinois

My commission expires _____



County Clerk's Office