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1414722096

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

Doc#: 1414722096 Fee: \$46.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/27/2014 02:27 PM Pg: 1 of 4

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 #288046/LN #223322/ID #35966/Trans #51744
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60016

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated April 15, 2014, is made and executed between ISIDRO GONZALEZ and MARIA R. GONZALEZ, husband and wife, whose address is 1747 W. NORTH AVE, CHICAGO, IL 60639-5221 (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 September 27, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 27, 2005 executed by Isidro Gonzalez and Maria R. Gonzalez ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 10, 2006 as document no. 0619139055, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 10, 2006 as document no. 0619139056.

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

LOT 34 IN BLOCK 8 IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, 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 2636 W. Division Street, Chicago, IL 60622. The Real Property tax identification number is 16-01-231-033-0000.

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

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

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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 April 15, 2014 in the original principal amount of \$278,147.07 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 September 27, 2010 in the original principal amount of \$358,845.41 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time, (iii) that certain Promissory Note dated April 5, 2011 in the original principal amount of \$340,893.41 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time and (iv) that certain Promissory Note dated April 29, 2003 in the original principal amount of \$90,000.00 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 (omit this provision if the maximum lien provision does not need to be amended).

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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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 15, 2014.

GRANTOR:

X *[Signature]*
ISIDRO GONZALEZ

X *[Signature]*
MARIA R. GONZALEZ

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL
COUNTY OF Cook

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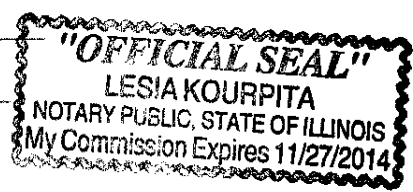
On this day before me, the undersigned Notary Public, personally appeared ISIDRO GONZALEZ and MARIA R. GONZALEZ, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of May, 2014.

By *[Signature]* Residing at Chicago

Notary Public in and for the State of IL

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

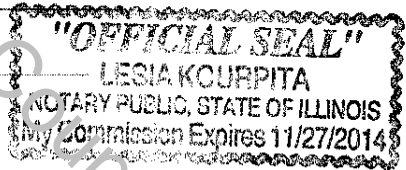
STATE OF IL)
)
 COUNTY OF Cook) SS
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On this 12 day of May, 2014 before me, the undersigned Notary Public, personally appeared Heriberto Soto and known to me to be the Small Bus credit specialist, authorized agent for MB Financial Bank, N.A. that executed 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 Lesia Kourpita Residing at Chicago

Notary Public in and for the State of IL

My commission expires _____



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