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Doc#: 1415035006 Fee: \$44.00
RHSP Fee: \$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/30/2014 08:41 AM Pg: 1 of 4

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

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

8470080002 KK Call
20 PL

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
MRosario/Ln #288021/ID #34183
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated April 9, 2014, is made and executed between Camelia P. Petrozzini, not personally but as Trustee on behalf of The Camelia P. Petrozzini Revocable Living Trust, dated December 31, 2012, whose address is 522 W. Deming Pl., Chicago, IL 60614-5013 (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 April 9, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 9, 2009 executed by James R. Petrozzini and Camelia Popov ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 29, 2009 as document no. 0911922002, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 29, 2009 as document no. 0911922003.

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

LOT 24 IN HINSDALE RESUBDIVISION OF LOTS 1 TO 10, BOTH INCLUSIVE, IN MC GOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2914 W. Belden Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-36-105-017-0000.

Box 400-CTCC

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SC Y
INT AB

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(Continued)**

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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 April 9, 2014 in the original principal amount of \$226,002.15 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The word ("Grantor") in original Mortgage and Assignment of Rents is amended from James Petrozzini and Camelia E. Popov, as joint tenants to The Camelia P. Petrozzini Revocable Living Trust, dated December 31, 2012.

The definition of "Borrower" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Borrower" means James R. Petrozzini and Camelia P. Petrozzini, individually.

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.

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:

THE CAMELIA P. PETROZZINI REVOCABLE LIVING TRUST, DATED
DECEMBER 31, 2012

By: Camelia P. Petrozzini, Trustee
Camelia P. Petrozzini, Trustee of The Camelia P. Petrozzini
Revocable Living Trust, dated December 31, 2012

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

MB FINANCIAL BANK, N.A.

X 

Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 1st day of May, 2014 before me, the undersigned Notary Public, personally appeared Camelia P. Petrozzini, Trustee of the Camelia P. Petrozzini Revocable Living Trust, dated December 31, 2012, 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 Margaret Dziubak Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12/06/2015



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

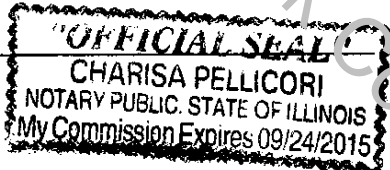
COUNTY OF Cook) SS

On this 2nd day of May, 2014 before me, the undersigned Notary Public, personally appeared Mitchell A. Madsen 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