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**RECORDATION REQUESTED BY:** 

MB Financial Bank, N.A. Retail Banking Oak Lawn 6111 N. River Road Rosemont, IL 60018

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018



Doc#: 1425119084 Fee: \$46.25 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/08/2014 08:58 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

John Sheahan/Ln #80697569001/ID #40712/Trans #52227 MB Financial Bank, N.A. 6111 N. River Road Rosemont, IL 60018

#### MODIFICATION OF MORTGAGE



\*07/0\*

THIS MODIFICATION OF MORTGAGE dated July 16, 2014, is made and executed between MEG VINCENT, L.L.C., an Illinois limited liability company, whose address is 3228 N. SHEFFIELD AVE, UNIT 1, CHICAGO, IL 60657-6969 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 16, 2004 (the 'Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 16, 2004 executed by Meg Vincent, L.L.C. ("Grantor") for the benefit of Interstate Bank, n/k/a MB Financial Bank, N.A. ("Lender"), recorded on June 23, 2004 as document no. 0417511181, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on June 23, 2004 as document no. 0417511182.

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

PARCEL 1: UNIT 1 IN THE 3228 SHEFFIELD CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE SOLLOWING PARCEL OF REAL ESTATE:

LOT 36 IN BLOCK 5 IN BAXTER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, AS MAY BE AMENDED FROM TIME TO TIME, RECORDED JUNE 14, 2004 AS DOCUMENT NUMBER 0416618147, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE

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## MODIFICATION OF MORTGAGE (Continued)

COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

Loan No: 80697569001

PARCEL 2: UNIT P-5 AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0416618147

The Real Property or its address is commonly known as 3228 N. Sheffield Avenue, Unit 1, Chicago, IL 60657. The Real Property tax identification number is 14-20-424-048-1001.

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 entirely as follows: The word "Note" means that certain Promissory Note dated July 16, 2014 in the original principal amount of \$176,630.33 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph title ("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 Notice, 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 his 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: 80697569001 (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE F AND GRANTOR AGREES TO ITS TERMS. THIS MODIFIC	· - ·
GRANTOR:	
MEG VINCENT, L.L.C.  By: MOVINGON	
MEG VINCENT, Merricer of MEG VINCENT, L.L.C.	
LENDER:	
MB FINANCIAL BANK, N.A.	
x Alfdun	
Authorized Signer	
LIMITED LIABILITY COMPA	NY ACKNOWLEDGMENT
<b>41</b>	* "OFFICIAL SEAL"
STATE OF	J. C. SCARDULLO NOTARY PUBLIC, STATE OF ILLINOIS
COUNTY OF Will	Commission Expires 06/18/2017
On this 7th day of Lugust	before me, the undersigned Notary
Public, personally appeared MEG VINCENT, Member of member or designated agent of the limited liability comp	I WILG VINCENT, L.L.C., and Known to me to be a
acknowledged the Modification to be the free and volun authority of statute, its articles of organization or its op	tary act and deed of the limited liability company, by
mentioned, and on oath stated that he or she is authorize the Modification on behalf of the limited liability company	zed to execute this Modification and in fact executed .
By JC da	Residing at MBFC - Reservent, IZ
Notary Public in and for the State of	<del></del>
My commission expires 6/18/17	_

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#### MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT		
) SS ) SS )  and known to me to be the ank, N.A. that executed the within a and voluntary act and deed of MB is board of directors or otherwise, for she is authorized to execute this sanancial Bank, N.A  Residing at 6/// N. A. C. POSE MAR.	and foregoing instrument Financial Bank, N.A., duly or the uses and purposes aid instrument and in fact	
) ( Ma	) SS ) SS )	

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