

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Retail Banking - Western  
Avenue  
936 North Western Avenue  
Chicago, IL 60622



Doc#: 1506435018 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/05/2015 09:31 AM 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:**

C. Aguilar Barbosa Loan Documentation Officer, Deal 286635 Loan 409238  
MB Financial Bank, N.A.  
936 North Western Avenue  
Chicago, IL 60622

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated February 26, 2015, is made and executed between MARIA ROSARIO GONZALEZ, whose address is 4147 W. NORTH AVE., CHICAGO, IL 60639-5221 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 936 North Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 5, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of April 5, 2006 executed by Esther N. Gonzalez and Maria R. Gonzalez ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on June 1, 2006 as document no. 0615202228, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on June 1, 2006 as document no. 0615202229, modified by Modification of Mortgage recorded May 17, 2011 as document no. 1113739005, further modified by Modification of Mortgage recorded May 27, 2014 as document no. 1414722098 and further modified by Modification of Mortgage dated July 5, 2014 and recorded July 16, 2014 as document no. 1419745002

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

LOTS 26 AND 27 IN DAVENPORT SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3,

Box 400

SSSSP  
INTL  
KZFK

Accum 8977177-Tax (145)

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

Loan No: 409238

Page 2

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 4149-4153 W. NORTH AVE., CHICAGO, IL 60639. The Real Property tax identification number is 16-03-206-003-0000 and 16-03-206-004-0000.

**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 February 26, 2015 in the original principal amount of \$730,045.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated October 5, 2014 in the original principal amount of \$45,800.00 executed by Borrower payable to the order of Lender, (iii) 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, (iv) 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, (v) 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, and (vi) 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, all 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:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: 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.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 409238

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 FEBRUARY 26, 2015.

GRANTOR:

x Maria Rosario Gonzalez  
MARIA ROSARIO GONZALEZ

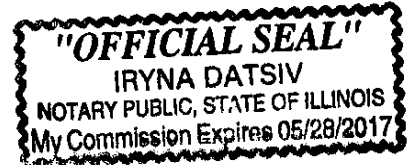
LENDER:

MB FINANCIAL BANK, N.A.

x [Signature]  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **MARIA ROSARIO GONZALEZ**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of February, 20 15.  
By [Signature] Residing at \_\_\_\_\_  
Notary Public in and for the State of Illinois  
My commission expires 5/28/2017

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 409238

Page 4

### LENDER ACKNOWLEDGMENT



STATE OF Illinois )  
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 COUNTY OF Cook ) SS  
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On this 25 day of February, 2015 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 Christine A Brouillette Residing at 6111 N River Rd  
Rosemont IL 60018  
 Notary Public in and for the State of Illinois  
 My commission expires 3-31-17

Cook County Clerk's Office