

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial  
6111 N. River Road  
Rosemont, IL 60016



Doc#: 1510039004 Fee: \$46.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/10/2015 08:55 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:  
SH/Ln 282298/DEAL 30488663/169/SBL  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



**THIS MODIFICATION OF MORTGAGE** dated January 10, 2015, is made and executed between Millennitech Inc., whose address is 1404 S. PLYMOUTH CT., CHICAGO, IL 60605-2729, 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 March 11, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 11, 2003 executed by Millennitech Inc. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 11, 2003 as document no. 030488663, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 11, 2003 as document no. 030488664

Modified by Instrument recorded May 8, 2008 as document 0812910199.

Any and all mortgage modifications, amendments, extensions thereafter that may occur from time to time.

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

LOT 90 IN BLOCK 36 IN E.R. SMITH'S SUBDIVISION IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1902 W. North Ave., Chicago, IL 60622. The Real

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(Continued)**

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Property tax identification number is 14-31-425-049-0000.

**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 (i) that certain Promissory Note dated January 10, 2015 in the original principal amount of \$635,460.27 executed by Borrower payable to the order of Lender, and (ii) that certain Promissory Note dated December 10, 2012 in the original principal amount of \$548,182.25 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:**

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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2015.**

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GRANTOR:

MILLENNITECH INC.

By: William D. Wenthen  
William D. Wenthen, President of Millennitech Inc.

By: Jennifer L. Wenthen  
Jennifer Wenthen, Secretary of Millennitech Inc.

LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]  
Authorized Signer

### CORPORATE ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this 19th day of March, 2015 before me, the undersigned Notary Public, personally appeared **William D. Wenthen, President of Millennitech Inc. and Jennifer Wenthen, Secretary of Millennitech Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Grennetha Saulsberry Residing at 800 W MAP, 5010 Chicago IL 60607

Notary Public in and for the State of IL

My commission expires 03-28-2018



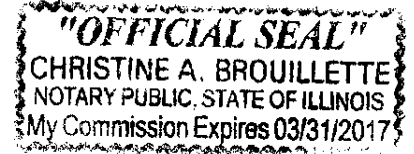
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### LENDER ACKNOWLEDGMENT



STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 20 day of March, 2015 before me, the undersigned Notary Public, personally appeared Donna Dahlke and known to me to be the VP Small Business Loans, 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 Road  
 Notary Public in and for the State of Illinois Rosemont IL 60018  
 My commission expires 3-31-2017

Recorder of Cook County Clerk's Office