

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Managed Assets  
6111 N River Road  
Rosemont, IL 60018



1511318068

Doc#: 1511318068 Fee: \$44.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/23/2015 01:34 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:**

Ln #279808/Trans#53597/ID#53111, Loan Documentation Specialist(O.Lispier)  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

**FIDELITY NATIONAL TITLE**

999101862



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated January 5, 2015, is made and executed between Jose L. Castro and Dora E. Castro, Husband and Wife, whose address is 6508 Kimball Ave., La Grange, IL 60525 (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 August 31, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 31, 2007 executed by Jose Castro and Dora E. Castro ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 7, 2007 as document no. 0725041030, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 7, 2007 as document no. 0725041031; modified by Modification of Mortgage recorded October 2, 2012 as document no. 1227616084; further modified by Modification of Mortgage recorded on November 25, 2013 as document no. 1332939032 .

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

THAT PART OF LOTS 5 AND 6 TAKEN AS A TRACT LYING NORTH OF A LINE 90 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOTS (EXCEPTING FROM SAID TRACT THE WEST 10 FEET BY PERPENDICULAR MEASUREMENT WITH THE WEST LINE OF SAID LOT 6) ALL IN BLOCK 86 IN S.E. GROSS 3RD ADDITION TO GROSSDALE BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

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**MODIFICATION OF MORTGAGE  
(Continued)**

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LOT 4 IN BLOCK 86 IN S.E. GROSS 3RD ADDITION TO GROSSDALE BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER LYING NORTH OF ROAD KNOWN AS OGDEN AVENUE IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LOT 2, LOT 3 IN BLOCK 86 IN S. E. GROSS ADDITION TO GROSSDALE BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER LYING NORTH OF OGDEN AVENUE (EXCEPT RAILROAD) AND THE EAST HALF OF THE NORTHEAST QUARTER SOUTH OF OGDEN AVENUE IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property of its address is commonly known as 8853 W. Ogden Ave. , Brookfield, IL 60513. The Real Property tax identification number is 18-03-221-007-0000; 18-03-221-008-0000; 18-03-221-009-0000 and 18-03-221-048-0000.

**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 January 5, 2015 in the original principal amount of \$223,150.83 executed by Borrower payable to the order of Lender, (II) that certain Promissory Note dated January 5, 2015 in the original principal amount of \$29,651.63 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 endorers 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)

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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 JANUARY 5, 2015.

GRANTOR:

X *J. L. Castro*  
Jose L. Castro

X *Dora E. Castro*  
Dora E. Castro

LENDER:

MB FINANCIAL BANK, N.A.

x *Michael J Van Eek*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared Jose L. Castro and Dora E. Castro, 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 1st day of April, 20 15.

By *O. G. L. Moody* Residing at Rosemont, IL

Notary Public in and for the State of Illinois

My commission expires 1/26/19

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## MODIFICATION OF MORTGAGE (Continued)

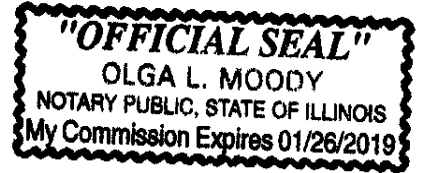
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 1st day of April, 2015 before me, the undersigned Notary Public, personally appeared Michael Van Gorp and known to me to be the 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 Olga Moody Residing at Rosemont, IL

Notary Public in and for the State of Illinois

My commission expires 1/26/19

County Clerk's Office