

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
Manufacturers Bank  
Commercial Division 3  
6401 North Lincoln Avenue  
Lincolnwood, IL 60712



Doc#: 1517016046 Fee: \$46.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/19/2015 10:19 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/DEAL 317164/Ln #4222293, 271317, 4212906, 2815347  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated May 15, 2015, is made and executed between Lubavitch Mesivta of Chicago, whose address is 2756 W. Morse, Chicago, IL 60645 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacturers Bank, 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 September 9, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 9, 2002 executed by Lubavitch Mesivta of Chicago ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 19, 2002 as document no. 0021027875, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 19, 2002 as document no. 0021027876.

**MODIFIED BY INSTRUMENT RECORDED SEPTEMBER 21, 2005 AS DOCUMENT NO. 0526426001.**

**MODIFIED BY INSTRUMENT RECORDED APRIL 5, 2006 AS DOCUMENT NO. 0609553156.**

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

LOTS 24 AND 25 IN BLOCK 6 IN THE NATIONAL CITY REALTY COMPANY'S FIRST ADDITION TO ROGERS PARK MANOR, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE

S yes  
P yes  
S yes  
M yes  
S yes  
E no  
INT h

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NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2756 West Morse Avenue, Chicago, IL 60645. The Real Property tax identification number is 10-36-219-018-000.

**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 May 15, 2015 in the original principal amount of \$237,884.07 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated March 9, 2011 in the original principal amount of \$462,679.66 executed by Borrower payable to the order of Lender, (iii) that certain Promissory Note dated March 9, 2011 in the original principal amount of \$141,360.52 executed by Borrower payable to the order of Lender, and (iv) that certain Promissory Note dated October 16, 2012 in the original principal amount of \$273,519.02 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.

**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 remain 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 CON-

NECTION 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

THERE TO, 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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 15, 2015.

GRANTOR:

LUBAVITCH MESIVTA OF CHICAGO

By: [Signature]  
Moses B. Perlestein, President of Lubavitch Mesivta of Chicago

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO  
MANUFACTURERS BANK

X [Signature]  
Authorized Signer

### CORPORATE ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

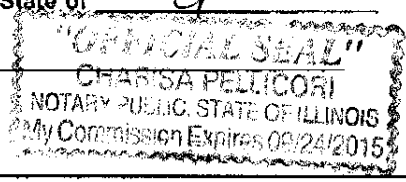
)  
) SS  
)

On this 22nd day of May, 2015 before me, the undersigned Notary Public, personally appeared Moses B. Perlestein, President of Lubavitch Mesivta of Chicago, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Charisa Pellicori Residing at Lincolnwood

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

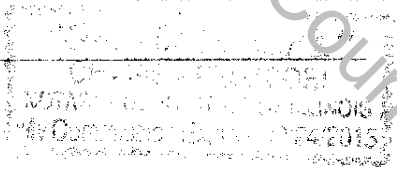
STATE OF Ill. )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 11th day of May, 2015 before me, the undersigned Notary Public, personally appeared Nicholas Monahan and known to me to be the VP, authorized agent for MB Financial Bank, N.A., successor in interest to Manufacturers Bank 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., successor in interest to Manufacturers Bank, duly authorized by MB Financial Bank, N.A., successor in interest to Manufacturers Bank 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., successor in interest to Manufacturers Bank.

By Charina Wilson Residing at Lincolnwood

Notary Public in and for the State of Ill.

My commission expires \_\_\_\_\_



Cook County Clerk's Office