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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Division 16
1400 Sixteenth Street
Suite 120
Oak Brook, IL 60523



Doc#: 1527139014 Fee: \$46.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/28/2015 08:21 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

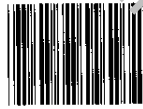
MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

an/LN #409424; Deal #31890
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated May 5, 2015, is made and executed between Parkway Bank & Trust Company, not personally but as Trustee under Trust Agreement dated June 10, 1975 and known as Trust #2940, whose address is 4800 N. Harlem Ave., Harwood Heights, IL 60706 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteenth Street, Suite 120, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 24, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 24, 2008 executed by Parkway Bank & Trust Company, not personally but as Trustee under Trust Agreement dated June 10, 1975 and known as Trust No. 2940 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on August 20, 2009 as document no. 0823315002, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 20, 2008 as document no. 0823315003.

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

LOT 3 IN CUMBERLAND MALL BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4701 N. Cumberland Ave., Norridge, IL 60706. The

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 6900000001499

(Continued)

Page 2

Real Property tax identification number is 12-14-200-082-0000.

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, (1) that certain Promissory Note dated May 5, 2015 in the original principal amount of \$400,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time and (2) that certain Promissory Note dated May 5, 2013 in the original principal amount of \$1,986,800.78 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

Borrower name as noted in the Mortgage and Assignment of Rents is hereby amended from "Cumberland Mail Partnership" to "Cumberland Mall".

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 MAY 5, 2015.

GRANTOR:

PARKWAY BANK & TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1975 AND KNOWN AS TRUST #2940

By:  _____

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6900000001499

Page 3

LENDER:

MB FINANCIAL BANK, N.A.

X Walter J. Pro
Authorized Signer
Senior Vice President

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this 29th day of June, 2015 before me, the undersigned Notary Public, personally appeared ~~Land Trust Agent~~, DIANE PESZYNSKI, VP-TD of Parkway Bank & Trust Company, not personally but as Trustee under Trust Agreement dated June 10, 1975 and known as Trust #2940, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Linda A. Taylor Residing at 4500 N. HARLEM WILLOW HTS ILL

Notary Public in and for the State of IL

My commission expires 6-5-2016



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MODIFICATION OF MORTGAGE

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Loan No: 6900000001499

Page 4

LENDER ACKNOWLEDGMENT

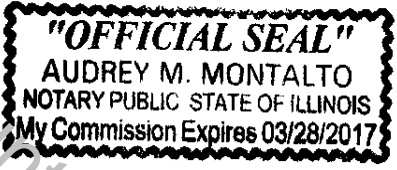
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 18th day of August, 2015 before me, the undersigned Notary Public, personally appeared WILLIAM A SPED and known to me to be the Senior 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 Audrey Montalto Residing at Plainfield IL

Notary Public in and for the State of Illinois

My commission expires 3/28/17



PROPOSED
 COOK COUNTY CLERK'S OFFICE