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**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:**

MB Financial Bank, N.A.
Attn: Loss Mitigation
6111 N. River Road, 4th Floor
Rosemont, Illinois 60018



Doc#: 1528613028 Fee: \$50.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/13/2015 09:15 AM Pg: 1 of 6

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

MORTGAGE MODIFICATION AGREEMENT

This MORTGAGE MODIFICATION AGREEMENT (this "*Modification*") is made as of September 1, 2015 (the "*Effective Date*") regardless of the date this Modification was actually executed by the parties) by and among MB FINANCIAL BANK, N.A., whose address is 6111 N. River Road, Rosemont, Illinois 60018 ("*Lender*"), Ted Theodosiadis, individually ("*Borrower*") and Ted Theodosiadis, as trustee of The Theodosiadis Living Trust dated August 23, 2005 ("*Grantor*").

RECITALS

Whereas, Borrower executed an Equity Line Agreement and Disclosure (Seven Year) (bearing Loan Number 138739165) dated May 15, 2006 in the original principal amount of \$175,000.00 (the "*Note*"). The Note matured on May 31, 2013 and Borrower failed to repay all amounts due and owing thereunder upon maturity. As of the Effective Date hereof, the aggregate amount of \$198,478.37 remains due and owing following maturity of the Note, consisting of the sum of (a) \$173,718.89 in outstanding principal, (b) \$24,602.25 in unpaid and accrued interest, (c) \$52.25 for unpaid recordation fees, and (d) \$105.00 in other unpaid fees (the "*Existing Unpaid Note Balance*").

Whereas, the Note was secured by that certain Mortgage dated May 15, 2006 made by Grantor in favor of Lender (the "*Security Instrument*"), which was recorded in Cook County, State of Illinois on July 5, 2006 as Document Number 0618650029.

Whereas, the Security Instrument is a lien upon the Property as defined in the Security Instrument, the real property being described as follows:

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X
6
NO
XS
X
NO
NA

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Common Address: 1036 S. Mitchell Avenue, Arlington Heights, IL 60005
PIN: 08-09-201-011-0000
Legal Description: See Exhibit A attached hereto and made a part hereof.

Whereas, Borrower filed a voluntary petition seeking relief under Chapter 7 of the United States Bankruptcy Code on October 28, 2013 in the Northern District of Illinois, Eastern Division (the "Bankruptcy") and Borrower received a discharge from Bankruptcy pursuant to 11 U.S.C. §727 of the Bankruptcy Code on March 18, 2014, thereby relieving Borrower from any personal liability for amounts due and owing under the Note and Mortgage;

Whereas, Lender's lien on and all its rights regarding the Property encumbered by the Mortgage were not extinguished by the Bankruptcy;

Whereas, Borrower is currently in arrears for failure to pay the entire unpaid principal balance and all other amounts due and owing upon maturity of the Note (together with Borrower's filing of the Bankruptcy, the "Existing Default") pursuant to the terms of the Note, Security Instrument and all other loan and security documents and any other forbearances, modifications and concessions thereto (collectively, the "Loan Documents"), that Borrower made in favor of Lender to evidence the debt. Borrower affirms that the Existing Unpaid Note Balance is due and owing to Lender;

Whereas, in order to keep the Property and induce Lender to forbear from exercising its right to foreclose its continuing lien thereon, Borrower is willing to make payments and perform other obligations under a Forbearance Agreement executed by Borrower and Lender contemporaneously with this Modification (the "Forbearance Agreement"), and Lender is willing to so forbear in exercising its rights and remedies provided that Borrower performs and meets the conditions set forth in the Forbearance Agreement;

Now, therefore, in consideration of concessions herein described, Lender's agreement to forbear in the exercising of its rights and remedies under the Mortgage against the Property as a result of the Existing Default, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. The above recitals are hereby made a part of this Modification.
2. Lender is the owner and holder of Borrower's Note, Forbearance Agreement and Security Instrument and at Borrower's request, has agreed to modify Borrower's Security Instrument pursuant to the terms of this Modification.
3. As of September 1, 2015, the Existing Unpaid Note Balance is due and owing to Lender and is payable under the terms of the Forbearance Agreement.
4. Under the Forbearance Agreement, interest will be charged on the Existing Unpaid Note Balance at the yearly rate of 4.250% beginning on September 1, 2015 and continuing until all amounts owing under the Forbearance Agreement are paid in full.

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5. The Termination Date of the Forbearance Agreement is September 1, 2021, but Lender's obligation to forbear in the exercise of its rights and remedies under the Loan Documents and applicable law against the Property may terminate earlier in the event of a Forbearance Default (as defined in the Forbearance Agreement).

6. Borrower acknowledges and agrees that all the amounts extended under the Note, including those amounts that remain due and owing and are now evidenced by the Forbearance Agreement, and all obligations of Borrower under the Note, Forbearance Agreement and other Loan Documents are secured by the Security Instrument in the same manner as if all such indebtedness was specifically described in the Security Instrument as indebtedness secured thereby.

7. Except as specifically modified by this Modification and as otherwise required under applicable law by the discharge of Borrower's personal liability in the Bankruptcy, the terms, conditions, provisions, and covenants of the Security Instrument shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. It is the intention of the parties hereto that nothing in this Modification shall be understood or construed to be a termination, extinguishment, discharge, satisfaction, novation, or release in whole or in part of the Note, the Security Instrument, and the corresponding indebtedness. The parties hereto agree that this Modification is a continuation of the Security Instrument as amended and modified hereby. Borrower hereby waives and releases all rights and benefits under and by virtue of the homestead exemption laws of this state with respect to the Property described herein. If Borrower consists of two or more persons, then their liability hereunder shall be joint and several.

8. From and after the date hereof, all references to the Note shall mean the Note and the Forbearance Agreement and all references to the Security Instrument shall mean the Security Instrument as modified and amended by this Modification.

9. Consent by Lender to the modifications and amendments set forth above does not waive Lender's right to require strict performance of the Note, the Forbearance Agreement and the Security Instrument as modified and amended by this Modification nor obligate Lender to make any future modifications or amendments to the Note, Forbearance Agreement or the Security Instrument.

10. It is the express intent of the parties hereto that the transaction evidenced hereby is not intended to and shall not affect the lien priority of the Security Instrument.

11. Each of Borrower and Grantor ratifies and confirms the lien and security interests of the Security Instrument as modified and amended hereby upon the Property covered by said Security Instrument and that the payment of the indebtedness evidenced by the Note and the Forbearance Agreement is secured by the Security Instrument.

12. Any capitalized terms not otherwise defined herein shall have the meaning given those terms as set forth in the Note, the Forbearance Agreement or Security Instrument, as applicable. When the terms and provisions in the Security Instrument in any way conflict with

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the terms and provisions of this Modification, the terms and provisions of this Modification shall prevail. The provisions of this Modification shall be binding upon and inure to the benefit of the respective parties and their heirs, executors, administrators, agents, representatives, successors, and assigns. No changes in, additions to, or modifications of this Modification shall be valid unless set forth in writing executed by all of the parties hereto. If any term of this Modification is held by a court of competent jurisdiction to be invalid, illegal or contrary to public policy, such term or provision shall be modified to the extent necessary to be valid and enforceable and shall be enforced as modified; provided, however, that if no modification is possible, such provision shall be deemed stricken from this Modification. In any case, the remaining provisions of this Modification shall not be affected thereby.

13. In the event anyone executing this Agreement below as Borrower received a bankruptcy discharge of personal liability for the indebtedness evidenced by the Note, neither this Modification nor the Forbearance Agreement is to be construed as an attempt to circumvent the reaffirmation process set forth in Section 524(c) of the United States Bankruptcy Code. Nothing contained in this Agreement or the Forbearance Agreement is intended to reinstate the personal liability of a Borrower that has been discharged under applicable bankruptcy law. In the event the discharged Borrower fails to make the payments described in the Forbearance Agreement, Bank's only remedy, with respect to such Borrower, is against the Property or other collateral securing the obligations under the Note. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN THE FORBEARANCE AGREEMENT OR ANY OTHER LOAN DOCUMENTS, BORROWER SHALL HAVE NO PERSONAL LIABILITY FOR THE AMOUNTS DUE UNDER THE NOTE OR OTHER LOAN DOCUMENTS AND LENDER SHALL ONLY BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER, UNDER THE FORBEARANCE AGREEMENT, THE NOTE, ANY OF OTHER LOAN DOCUMENTS, AND APPLICABLE LAW, AGAINST THE PROPERTY OR ANY GUARANTOR OR OTHER PERSON WHO MAY BE PERSONALLY LIABLE FOR THE OBLIGATIONS THEREUNDER, AND NOTHING HEREIN OR IN THE FORBEARANCE AGREEMENT SHALL AFFECT BORROWER'S DISCHARGE FROM PERSONAL LIABILITY AS A RESULT OF THE BANKRUPTCY FOR THE INDEBTEDNESS EVIDENCED BY THE NOTE AND THE OTHER LOAN DOCUMENTS.**

Executed as of the Effective Date first written above.

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: MB Financial Bank, N.A.
Individual: Mirela Janjic

NMLSR ID: 401467
NMLSR ID: 460851

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The parties have executed this Modification as of the date first set forth above.

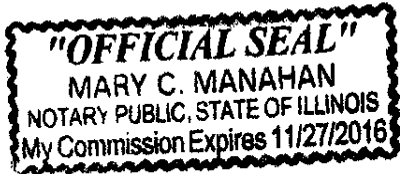
BORROWER AND GRANTOR:

Ted Theodosiadis

TED THEODOSIADIS, individually and as trustee of The Theodosiadis Living Trust dated August 23, 2005

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of SEPTEMBER, 2015 before me, the undersigned Notary Public, personally appeared Ted Theodosiadis, individually and as trustee of The Theodosiadis Living Trust dated August 23, 2005, and known to me to be the same person(s) who executed this Modification and acknowledged the Modification to be his/her free and voluntary act for and on behalf of himself and as trustee on behalf of the foregoing Living Trust for the uses and purposes therein set forth.



Mary C. Manahan
NOTARY PUBLIC
My Commission Expires:
11/27/2016

LENDER:

MB FINANCIAL BANK, N.A.

By: Julie C. Lebhertz
Name: Julie C. Lebhertz
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of Sept., 2015, before me, the undersigned Notary Public, personally appeared Julie Lebhertz, Vice President of MB FINANCIAL BANK, N.A. (the "Lender"), and known to me to be Vice President of the Lender that executed this Modification and acknowledged the Modification to be the free and voluntary act and deed of the Lender, by authority of its Board of Directors, for the uses and purposes therein set forth.



Suzon A. Lanz
NOTARY PUBLIC
My Commission Expires:
11/2/15

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EXHIBIT A

LEGAL DESCRIPTION

LOT 97 R. A. CEPEK'S ARLINGTON HIGHLANDS, BEING A SUBDIVISION OF PART OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-09-201-011-0000

ADDRESS: 1036 S. Mitchell Avenue, Arlington Heights, IL 60005.

Property of Cook County Clerk's Office