



**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 223322

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THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2636 W. Division Street, Chicago, IL 60622. The Real Property tax identification number is 16-01-231-033-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The name of the Grantor as set forth in the Mortgage is hereby amended from Isidro Gonzalez and Maria R. Gonzalez, husband and wife, to the Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust due to a transfer of title of the Real Property.

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 September 15, 2015 in the original principal amount of \$360,865.32 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated February 26, 2015 in the original principal amount of \$730,045.00 executed by Isidro Gonzalez and Maria Rosario Gonzalez payable to the order of Lender, (iii) that certain Promissory Note dated October 5, 2014 in the original principal amount of \$45,800.00 executed by Isidro Gonzalez and Maria R. Gonzalez payable to the order of Lender, (iv) that certain Promissory Note dated April 15, 2014 in the original principal amount of \$278,147.07 executed by Isidro Gonzalez and Maria Rosario Gonzalez payable to the order of Lender, (v) that certain Promissory Note dated April 5, 2011 in the original principal amount of \$340,893.41 executed by Isidro Gonzalez and Maria R. Gonzalez payable to the order of Lender, and (vi) that certain Promissory Note dated April 29, 2003 in the original principal amount of \$90,900.00 executed by Isidro Gonzalez and Maria Rosario Gonzalez 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 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.

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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 SEPTEMBER 15, 2015.

GRANTOR:

MARIA ROSARIO GONZALEZ AND ISIDRO GONZALEZ JOINT TRUST

By: Maria R. Gonzalez  
Maria Rosario Gonzalez, Co-Trustee of Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust

By: Isidro Gonzalez  
Isidro Gonzalez, Co-Trustee of Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust

LENDER:

MB FINANCIAL BANK, N.A.

X [Signature]  
Authorized Signer

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF IL )

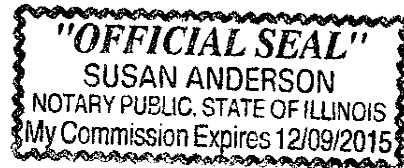
COUNTY OF Cook ) SS

On this 9th day of November, 2015 before me, the undersigned Notary Public, personally appeared **Maria Rosario Gonzalez, Co-Trustee of Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust and Isidro Gonzalez, Co-Trustee of Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust**, and known to me to be authorized trustees or agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust

By Susan Anderson Residing at 8300 W BELMONT AV CHGO IL

Notary Public in and for the State of ILLINOIS

My commission expires 12-9-15



Cook County Clerk's Office