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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. **Business Banking** 6111 N. River Road Rosemont, IL 60018

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/12/2015 02:24 PM Pg: 1 of 4

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Doc#: 1531629037 Fee: \$44.00

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: Robert J. Ex/LN #223322/ID #64901/SVH/742 MB Financial Bank, N.A. 6111 N. River Rd. Rosemont, IL 60018

NORTH AMERICAN TITLE COMPANY

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated September 15, 2015, is made and executed between Maria Rosario Gonzalez and Isidro Gonzalez, not personally, but as Trustees of the Moria Rosario Gonzalez and Isidro Gonzalez Joint Trust, whose address is 4147 W. North Avenue, Chicago, IL 61成39 (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 September 27, 2055 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 27, 2005 executed by Isidro Gonzalez and Maria R. Gonzalez, husband and wife ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 10, 2006 as document no. 0619139055, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 10, 2006 as document no. 0619139056, modified by a Modification of Mortgage dated April 15, 2014 and recorded on May 27, 2014 as document no. 1414722096, further modified by a Modification of Mortgage dated July 5, 2014 and recorded on July 16, 2014 as document no. 1419745004 and further modified by a Modification of Mortgage dated February 26, 2015 and recorded on March 5, 2015 as document no. 1506435019.

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

LOT 34 IN BLOCK 8 IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF

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MODIFICATION OF MORTGAGE (Continued)

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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 entirely 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 \$90,000.00 executed by Isidro Gonzalez and Maria Rosario Gonzalez payable to the order of Lender, all as amonded, 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 therein 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 ar'vanced 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

Maria Rosario Gonzalez, Co-Trustee of Maria Rosario Gonzalez

and Isidro Gonzalez John Trust

Ro.

Clark's Office Isidro Gonzalez, Co-Trustee of Maria Rosario Gonzalez and

Isidro Gonzalez Joint Trust

LENDER:

MB FINANCIAL BANK, N.A.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 223322 Page 4 TRUST ACKNOWLEDGMENT STATE OF _ /C) SS COUNTY OF) 2015 before me, the undersigned Notary day of On this Public, personally appeared Maria Rosario Gonzalez, Co-Trustee of Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust and Isidro joinzalez, Co-Trustee of Maria Rosario Gonzalez and Isidro Gonzalez Joint Trust, and known to me to be authouzed 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/ Residing at 8300 W BELLOWT AV CAGO IL Notary Public in and for the State of /LLINO S Office Office My commission expires 12-9-15 My Commission Expires 12/09/2015