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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Banking-Burbank
9550 West Higgins Road
Rosemont, IL 60018



Doc#: 1532334048 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/19/2015 09:38 AM Pg: 1 of 5

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:
MRosario/Ln #200155850001/D/S2284/CC031/JWT
MB Financial Bank, N.A.
9550 West Higgins Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated October 8, 2015, is made and executed between Chicago Title Land Trust Company not personally but as Successor Trustee to American National Bank and Trust Company of Chicago Under Trust Agreement Dated July 23, 1996 and Known as Trust o. 121919-04, whose address is 10 S LaSalle Street Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 9550 West Higgins Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 8, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 8, 2014 executed by Chicago Title Land Trust Company A Corporation of Illinois as Successor Trustee To American National Bank and Trust Company of Chicago As Trustee Under Certain Trust Agreement Dated 7/23/1996 Known as Chicago Title Land Trust Company Trust No. 121919-04 ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to Cole Taylor Bank ("Lender"), recorded on May 15, 2014 as document no. 1413541051, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on May 15, 2014 as document no. 1413541052 further modified by Modification of Mortgage dated October 10, 2014 executed by Grantor for the benefit of Lender, recorded on November 3, 2014 as document no. 1430734035 and further modified by Modification of Mortgage dated August 5, 2015 executed by Grantor for the benefit of Lender, recorded on September 16, 2015 as document no. 1525913023.

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

S 4
P 5
S N
M 4
SC 4
E M
INT 4

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

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LOT 1 IN BROOKIND RESUBDIVISION OF LOT 2 IN ARLENE'S SUBDIVISION NO. 2, A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN SUPERIOR COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED SEPTEMBER 5, 1994 AS DOCUMENT 94789505, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6715 W. 73rd Street, Bedford Park, IL 60638. The Real Property tax identification number is 19-30-200-047-0000.

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, (i) that certain Promissory Note dated October 8, 2015 in the original principal amount of \$2,000,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated June 11, 2015 in the original principal amount of \$135,839.72 executed by Borrower payable to the order of Lender, (iii) that certain Promissory Note dated May 8, 2014 in the original principal amount of \$1,353,320.20 executed by Chicago Title Land Trust Company Trust No. 12191904 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 endorser 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 charges 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.

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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 OCTOBER 8, 2015.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST AGREEMENT DATED JULY 23, 1996 AND KNOWN AS TRUST O. 121919-04



By: *Eileen F. Neary*
Land Trust Officer
EILEEN F. NEARY
ASST. VICE PRESIDENT

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-23-1996 and known as Chicago Title Land Trust Company not personally but as Successor Trustee to American National Bank and Trust Company of Chicago Under Trust Agreement Dated July 23, 1996 and Known as Trust O. 121919-04.

By: *Charles H. Adams*
Grantor for Chicago Title Land Trust Company

By: *Charles H. Adams*
Grantor for Chicago Title Land Trust Company

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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Property of Cook County Clerk's Office

2012 11 15 10:00 AM
Cook County Clerk's Office
100 North Dearborn Street
Chicago, IL 60610
Phone: (773) 399-3000
Fax: (773) 399-3001
www.cookcountyil.gov

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 18 day of October, 2015 before me, the undersigned Notary Public, personally appeared Land Trust Officer, **EILEEN F. NEARY** of Chicago Title Land Trust Company not personally but as Successor Trustee to American National Bank and Trust Company of Chicago Under Trust Agreement Dated July 23, 1996 and Known as Trust o. 121919-04 , 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 Nancy A. Carlin
 Notary Public in and for the State of _____
 My commission expires _____

Residing at _____



P. J. ... COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)



On this 8th day of Oct., 2015 before me, the undersigned Notary Public, personally appeared James Turano and known to me to be the VP, 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 Mary Taglioli Residing at 6715 W. 73rd St. Bedford Park IL 60658
 Notary Public in and for the State of IL
 My commission expires 8/10/19

Cook County Clerk's Office