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**RECORDATION REQUESTED BY:** MB Financial Bank, N.A. Korean Banking Lincolnwood 6401 North Lincoln Avenue Lincolnwood, IL. 60712

WHEN RECORDED MAIL TO: MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd.

Rosemont, IL 60018

Doc#: 1600845008 Fee: \$48.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/08/2016 08:40 AM Pg: 1 of 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

C. Aguilar Barbosa Loan Documer cation Officer, Deal 36254 Loan 282432 MB Financial Bank, N.A. 6111 N. River Rd. Rosemont, IL 60018

#### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated December 10, 2015, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee on behalf of CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08, whose address is 10 S. LASALLE ST., #3100, CHICAGO, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of April 28, 2008 (the "Mortgage") executed by Chicago Title Land Trust Company, not personally, but as Trustee u/t/a dated November 6, 1989 a/k/a Trust No. 109506-08 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 10, 2008 as document no. 0819241100 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on on July 10, 2008 as document no. 0819241101 and Modification of Mortgage executed by Grantor for the benefit of Lender dated as of April 28, 2013 and recorded on June 27, 2013 as document no. 1317834015

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

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#### MODIFICATION OF MORTGAGE (Continued)

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LOTS 16 AND 17 IN BLOCK 60 IN KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO, (EXCEPT STREETS), IN TOWNSHIP 40, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3306-10 W. BRYN MAWR AVENUE, CHICAGO, IL 60659. The Real Property tax identification number is 13-02-431-032-0000 and 13-02-431-033-0000.

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 entirely as follows: The word "Note" means that certain Promissory Note dated December 10, 2015 in the original principal amount of \$433,000.00 executed by Borrower payable to the order of Lender, 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 Logns, 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, log ether 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 not 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, 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 HEREOF 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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## MODIFICATION OF MORTGAGE (Continued)

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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 DECEMBER 10, 2015.

**GRANTOR:** 

CHICAGO TITLE CAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08

By: / //////// UC C LAND TRUST/OFFICER

LENDER:

MB FINANCIAL BANK, N.A.

Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the lower and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertaking, 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 a ainst the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 282432	(Continued)	raye 4
	TRUST ACKNOWLEDGMENT	Γ
STATE OFIllinois	) ) SS	
COUNTY OFCook	)	
TRUST NO. 109506-08, and income Modification of Mortgage and actions by authority set forth in .	personally, But as Trustee U/Trown to me to be an authorized trustee mowledged the Modification to be the trust documents or, by authority stated that he or she is authorized to all of the trust.  Residing at the control of	before me, the undersigned Notary arlin of CHICAGO TITLE /A DATED NOVEMBER 6, 1989 A/K/A or agent of the trust that executed the free and voluntary act and deed of the of statute, for the uses and purposes execute this Modification and in fact Chicago, IL  "OFFICIAL SEAL" GRACE MARIN Notary Public, State of Illinois My Commission Expires 07/01/2017
		Clart's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 282432 Page 5 LENDER ACKNOWLEDGMENT STATE OF ) \$\$ COUNTY OF day of December 2015 before me, the undersigned Notary Public, personally appeared and known to me to be the , 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 Back, 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.. Residing at Northbrook Notary Public in and for the State of My commission expires My Commission Expires 12/18/2016 Copr. D+H USA Corporation 1997, 2015. LaserPro, Ver. 15.4.20.033 All Rights Reserved. PR COTTICO G:\HARLAND\CFI\LPL\G201.FC TR-55110 PR-41