

UNOFFICIAL COPY



213765

Doc#: 1603418074 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/03/2016 02:57 PM Pg: 1 of 5

Property of Cook County Clerk's Office

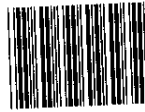
Modification of mortgage

RECORDING COVER SHEET

cc: [unclear] [unclear]

UNOFFICIAL COPY**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:
 C. Aguilar Barbosa Loan Documentation Officer, Loan 9958050001 Deal 37446
 MB Financial Bank, N.A.
 6111 N River Road
 Rosemont , IL 60018

MODIFICATION OF MORTGAGE

0740

THIS MODIFICATION OF MORTGAGE dated January 10, 2016, is made and executed between AHMED AYYAD and HALA AYYAD, as joint tenants whose address is 9248 OSCEOLA AVE., MORTON GROVE, IL 60053-1756 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to Cole Taylor Bank, 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 August 30, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of August 30, 2005 executed by AHMED AYYAD and HALA AYYAD ("Grantor") for the benefit of MB Financial Bank, N.A. first known as Cole Taylor Bank ("Lender"), recorded on October 31, 2005 as document no. 0530420175, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 31, 2005 as document no. 0530420176, modified by certain Modification of Mortgage dated August 30, 2011 executed by Grantor for the benefit of Lender, recorded on October 18, 2011 as document no. 1129122058 and further modified certain Modification of Mortgage dated January 1, 2014 executed by Grantor for the benefit of Lender, recorded on February 18, 2014 as document no. 1404944059.

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

THE NORTH 50 FEET OF LOTS 25, 26, 27 AND 28 IN BLOCK 2 IN SUBDIVISION OF BLOCK 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3609 N. RAVENSWOOD, CHICAGO, IL 60657-3510.
 The Real Property tax identification number is 14-19-229-043.

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 that certain Promissory Note dated January 10, 2016 in the original principal amount of \$536,146.30 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 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

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

Page 2

Loan No: 9958050001

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2016.

GRANTOR:

x HALA AYYAD
HALA AYYAD, as attorney-in-fact for AHMED AYYAD

x HALA AYYAD
HALA AYYAD

LENDER:

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO COLE TAYLOR
BANK

x Silvuk A. Belange
Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 9958050001

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)



On this day before me, the undersigned Notary Public, personally appeared HALA AYYAD, as attorney-in-fact for AHMED AYYAD and HALA AYYAD, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of January, 20 16.

By Delonda L. Belanger Residing at 363 W. Ontario, Chicago, Il.

Notary Public in and for the State of Illinois

My commission expires 3/16/19

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 9958050001

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

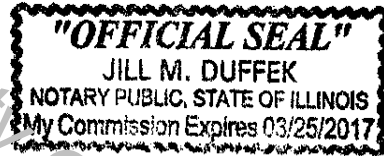
COUNTY OF COOK)

On this 28th day of January, 2016 before me, the undersigned Notary Public, personally appeared Delonda Delanger and known to me to be the VP Business Banking, authorized agent for **MB Financial Bank, N.A. successor in interest to Cole Taylor Bank** 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. successor in interest to Cole Taylor Bank**, duly authorized by **MB Financial Bank, N.A. successor in interest to Cole Taylor Bank** 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. successor in interest to Cole Taylor Bank**.

By Jill M. Duffek
Notary Public in and for the State of Illinois

Residing at 6011 N. River Rd. Rosemont
IL 60018

My commission expires 3-25-2017



Cook County Clerk's Office