

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Division 16  
1400 Sixteenth Street  
Suite 120  
Oak Brook, IL 60523



1605413013

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

Doc#: 1605413013 Fee: \$48.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/23/2016 08:39 AM Pg: 1 of 5

**This Modification of Mortgage prepared by:**

Loan #118761/Trans #55213/IC #66273, Loan Doc. Specialist(O. Lispier)  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated December 15, 2015, is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee to North Star Trust Company, Successor Trustee to MB Financial Bank, N.A., as Trustee under Trust Agreement dated July 6, 2001 and Known as Trust #2982, whose address is 10 S. LaSalle St., Suite #2750, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 1400 Sixteenth Street, Suite 120, Oak Brook, IL 60523 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 19, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 19, 2002 executed by Seguin Services now known as UNITED CEREBRAL PALSY SEGUIN OF GREATER CHICAGO, ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 8, 2002 as document no. 0021236595, and Assignment of Rents of even date therewith recorded November 8, 2002 as document no. 0021236596, Replacement Mortgage dated as of September 19, 2002 recorded December 11, 2002 as document no. 0021363826, Assignment of Rents of even date therewith recorded on December 11, 2002 as document no. 0021363827, modified by Modification of Mortgage dated as of July 11, 2004, recorded on August 28, 2004 as document no. 0423922138, modified by Modification of Mortgage dated as of July 25, 2008 recorded on September 22, 2008 as document no. 0826603041, modified by Modification of Mortgage dated as of October 5, 2009, recorded on November 17, 2009 as document no. 0932104127, and further modified by Modification of Mortgage dated as of April 10, 2010, recorded on May 12, 2010 as document no. 1013229047 and

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SC XS  
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further modified by Modification of Mortgage dated as of December 15, 2012, recorded on January 30, 2013 as document no. 1303019106 and further modified by Modification of Mortgage dated December 15, 2013, recorded on March 8, 2014 as document no. 1406539011 and further modified by Modification of Mortgage dated March 17, 2015, recorded on April 10, 2015 as document no. 1510039011.

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

**PARCEL 1:**

LOTS 23 TO 26, BOTH INCLUSIVE, IN COLUMBUS PARK, A SUBDIVISION OF BLOCK 4 IN BALDWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 AFORESAID; THENCE SOUTH ALONG THE EAST LINE THEREOF 148.88 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 68.26 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE, 19.52 FEET TO THE NORTH FACE OF A 2 STORY BRICK BUILDING; THENCE WEST ALONG SAID NORTH FACE, 68.85 FEET TO THE NORTHWEST CORNER OF SAID 2 STORY BRICK BUILDING, BEING ALSO AN EAST FACE OF A 3 STORY BRICK BUILDING, THENCE SOUTH ALONG SAID EAST FACE, 2.24 FEET TO THE CENTERLINE OF A PARTY WALL BETWEEN SAID 3 STORY BRICK BUILDING TO THE NORTH AND A 1 STORY BRICK BUILDING TO THE SOUTH; THENCE WEST ALONG SAID CENTERLINE OF PARTY WALL, 120.14 FEET TO THE WEST END THEREOF, BEING A POINT ON BOTH THE WEST FACE OF THE 3 STORY BRICK BUILDING AND ON THE NORTH FACE OF THE 1 STORY BRICK BUILDING TO WEST; THENCE CONTINUING WEST ALONG SAID NORTH FACE OF THE 1 STORY BUILDING, 149.83 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 171.32 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE EASTERLY ALONG SAID NORTH LINE, 407.08 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3100 S. Central Ave., Cicero, IL 60804. The Real Property tax identification number is 16-33-100-010-0000; 16-33-100-011-0000; 16-33-100-012-0000; 16-33-100-013-0000 and 16-32-203-035-0000.

**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 December 15, 2015, in the original principal amount of \$4,000,000.00 executed by Borrower payable to Lender, and (ii) that certain Promissory Note dated March 17, 2015, in the original principal amount of \$200,000.00 executed by Borrower payable to Lender, (iii) that certain Promissory Note dated March 17, 2015, in the original principal amount of \$670,000.00 executed by Borrower payable to 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

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(Continued)**

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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.

**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 15, 2015.**

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO MB FINANCIAL BANK, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 6, 2001 AND KNOWN AS TRUST #2982**

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-06-2001 and known as Chicago Title Land Trust Company, not personally but as Successor Trustee to North Star Trust Company, Successor Trustee to MB Financial Bank, N.A., as Trustee under Trust Agreement dated July 6, 2001 and Known as Trust #2982.

By:

Nancy A. Carver  
Trust Officer

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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### TRUST ACKNOWLEDGMENT

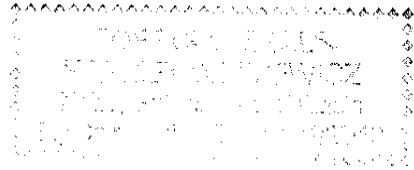
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 20th day of January, 2016 before me, the undersigned Notary Public, personally appeared Trust Officer, Nancy A Carlin of **Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, not personally but as Successor Trustee to North Star Trust Company, Successor Trustee to MB Financial Bank, N.A., as Trustee under Trust Agreement dated July 6, 2001 and Known as Trust #2982**, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]* Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



PROCESSED BY COOK COUNTY CLERK'S OFFICE

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### LENDER ACKNOWLEDGMENT

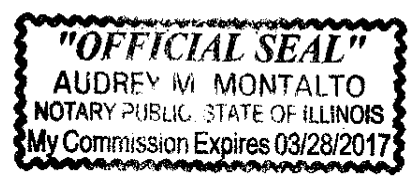
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF DuPage )

On this 15<sup>th</sup> day of January, 2016 before me, the undersigned Notary Public, personally appeared WILLIAM A SPOO and known to me to be the Senior Vice President, 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 Audrey Montalto Residing at Plainfield IL

Notary Public in and for the State of Illinois

My commission expires 3/28/17



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