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Doc#: 1614041027 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/19/2016 11:18 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
CRE Division 5
6111 N. River Road
Rosemont, IL 60018

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MRosario/LN413813/CC184/ID65273
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated March 23, 2016, is made and executed between 933 N. Ashland LLC, whose address is 933 N. Ashland Ave., Chicago, IL 60622 (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 August 13, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 13, 2008 executed by Stanley Boduch and Mitchel Boduch and Wlaczyslaw Boduch ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on August 20, 2008 as document no. 0823333015, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 20, 2008 as document no. 0823333016 further modified by Modification of Mortgage dated November 15, 2012 executed by Grantor for the benefit of Lender, recorded December 12, 2012 as document number 1234704119.

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

LOT 52 IN BLOCK 21 IN BICKERDICKE'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 21 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 5) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 933 N. Ashland Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-05-314-011-0000.

8452233 KK LD PL

Box 400

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P 4
S N
SC V
INT

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(Continued)**

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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 as of March 23, 2016 in the original principal amount of \$260,424.83 executed by 933 N. Ashland LLC, as Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

Maximum indebtedness. This 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

The definition of "Borrower" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Borrower" means 933 N. Ashland LLC.

The word ("Grantor") in original Mortgage and Assignment of Rents is amended from Stanley Boduch and Mitchell Boduch a/k/a Mierzy,slaw Boduch to 933 N. Ashland LLC as a result of transfer of title.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 23, 2016.

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GRANTOR:

933 N. ASHLAND LLC

By: [Signature]
Stanley Boduch, Member of 933 N. Ashland LLC

By: [Signature]
Mitchell Boduch, Member of 933 N. Ashland LLC

LENDER:

MB FINANCIAL BANK, N.A.

x [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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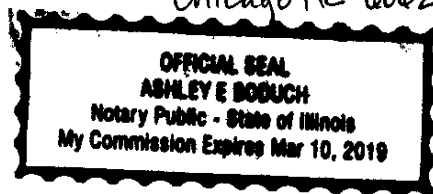
On this 24 day of March, 2016 before me, the undersigned Notary Public, personally appeared **Stanley Boduch, Member of 933 N. Ashland LLC and Mitchell Boduch, Member of 933 N. Ashland LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By: [Signature]

Residing at 923 N. Ashland Avenue
Chicago, IL 60622

Notary Public in and for the State of ILLINOIS

My commission expires March 10, 2019



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 28TH day of MARCH, 2016 before me, the undersigned Notary Public, personally appeared SARAH K. HUNTER 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 Cecilia Romanowski Residing at CHICAGO, IL 60608

Notary Public in and for the State of ILLINOIS

My commission expires 4-12-2016

