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Doc#: 1701349190 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/13/2017 11:07 AM Pg: 1 of 6

RECORDATION REQUESTED BY:

**MB Financial Bank, N.A.,
successor in interest to
American Chartered Bank
Commercial-Michalesko
6111 N. River Road
Rosemont, IL 60018**

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:

**MDrozdz/Ln#6052444021/214/KS on 2/158
MB Financial Bank, N.A., successor in interest to American Chartered Bank
6111 N. River Road
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated December 1, 2016, is made and executed between **ANDREA HERRERA**, whose address is 2320 W. DICKENS AVE., CHICAGO, IL 60647-4155 (referred to below as "Grantor") and **MB Financial Bank, N.A., successor in interest to American Chartered 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 December 12, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 12, 2014 executed by Andrea Herrera ("Grantor") for the benefit of **MB Financial Bank, N.A. ("Lender")**, recorded on December 22, 2014 as document no. **1435608154**, and **Assignment of Rents of even date therewith** executed by Grantor for the benefit of Lender, recorded on December 22, 2014 as document no. **1435608155**.

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

PARCEL 1:

UNIT "C" IN THE 2425 OFFICE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED ESTATE:

THOSE PARTS OF LOTS 11, 12 AND 13 IN ANNA PRICE'S RESUBDIVISION OF LOTS 20 TO 28, IN DESTABLES RESUBDIVISION OF PART OF LOT 9 AND THE NORTH PART OF LOT 1 IN OGDEN'S

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RESUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE OF CHICAGO AND ST. CHARLES AIR LINE RAILROAD DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 11, WHICH IS 8/10TH OF A FOOT WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH IN A LINE WHICH INTERSECTS THE SOUTH LINE OF SAID LOT 11, AT A POINT 1.5 FEET WEST OF THE SOUTHEAST CORNER OF LOT 11, FOR A DISTANCE OF 120.44 FEET; THENCE WEST FOR A DISTANCE OF 68.61 FEET TO A POINT IN A LINE 30 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 14 IN ANNA PRICE'S RESUBDIVISION AFORESAID; THENCE NORTH IN SAID PARALLEL LINE, FOR A DISTANCE OF 120.76 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 13; THENCE EAST ON THE NORTH LINE OF SAID LOTS FOR A DISTANCE OF 69.20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO

THAT PART OF LOTS 11, 12, 13 AND 14 TAKEN AS A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS, 30.0 FEET; THENCE SOUTH ON A LINE 30.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 14, FOR A DISTANCE OF 120.76 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOT 14, FOR A DISTANCE OF 120.76 FEET; THENCE EAST TO A POINT WHICH IS 0.69 FEET WEST OF THE EAST LINE OF SAID LOT 11, AND 120.44 FEET SOUTH OF THE NORTH LINE OF SAID LOT (AS MEASURED PARALLEL WITH SAID EAST LINE); THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT 11, 0.59 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH ALONG THE WEST LINE THEREOF TO THE POINT OF BEGINNING, ALL IN ANNA PRICE'S RESUBDIVISION OF LOTS 20 TO 28, INCLUSIVE, IN DESTABILES' RESUBDIVISION OF PART OF LOT 9 AND NORTH PART OF LOT 1 OF OGDEN'S FIRST SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE LINE OF THE CHICAGO ST. CHARLES AIR LINE RAILROAD, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0529745091 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT OF THE USE OF PARKING SPACES P-11, P-12 AND P-13, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0529745091

The Real Property or its address is commonly known as 2419 W. 14th St., Unit C, Chicago, IL 60608. The Real Property tax identification number is 16-24-220-033-1003.

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 December 1, 2016, in the original principal amount of \$50,000.00 executed by Borrower and 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 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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MODIFICATION OF MORTGAGE (Continued)

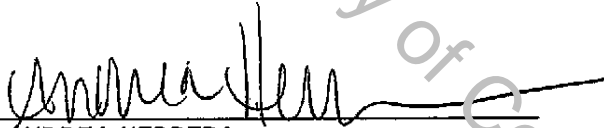
Loan No: 6052444021

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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 1, 2016.

GRANTOR:

X 

ANDREA HERRERA

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN
CHARTERED BANK

X _____
Authorized Signer

Property of Cook County Clerk's Office

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(Continued)**

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GRANTOR:

X _____
ANDREA HERRERA

LENDER:

**MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN
CHARTERED BANK**

X  _____ SWP
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **ANDREA HERRERA**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of JANUARY, 2017.

By Gerardo Gallo Residing at CHICAGO, IL

Notary Public in and for the State of ILLINOIS

My commission expires 09/15/2020



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MODIFICATION OF MORTGAGE (Continued)

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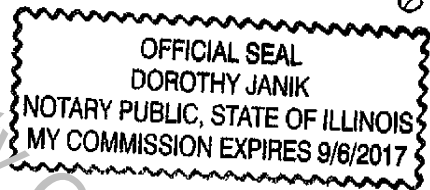
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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF COOK)

On this 3rd day of January, 2017 before me, the undersigned Notary Public, personally appeared KEN STEMKE and known to me to be the Senior Vice President, authorized agent for MB Financial Bank, N.A., successor in interest to American Chartered 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 American Chartered Bank, duly authorized by MB Financial Bank N.A., successor in interest to American Chartered 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 American Chartered Bank.

By Dorothy Janik Residing at 100 W Hegarty Bldg S
South Barrington IL
60010
 Notary Public in and for the State of IL
 My commission expires 9-6-17



Dorothy Janik's Office