

# UNOFFICIAL COPY

Doc#: 1702446004 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/24/2017 10:00 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
successor in interest to Cole  
Taylor Bank  
Business Banking  
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:

DMacias/LN#9949950001&LN#200109750001/Deal#43495/CC742/DCB  
MB Financial Bank, N.A.  
6111 N River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

THIS MODIFICATION OF MORTGAGE dated October 10, 2016, is made and executed between AHMED EL-SHERIF, whose address is 4838 BUTTERFIELD RD., HILLSIDE, IL 60162 (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 June 10, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of June 10, 2003 executed by Ahmed El-Sherif and Annette El-Sherif ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to Cole Taylor Bank ("Lender"), recorded on July 14, 2003 as document no. 0319342278, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 14, 2003 as document no. 0319342279 and modified by Modification of Mortgage dated September 10, 2013 executed by Ahmed El-Sherif for the benefit of Lender, recorded on March 20, 2014 as document no. 1407941049.

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

LOTS 19 AND 20 IN BLOCK 2, IN VENDLEY AND COMPANY'S FOURTH ADDITION TO HILLSIDE, BEING A SUBDIVISION OF BLOCK 2 IN SUBDIVISION OF PART OF THE SOUTH HALF OF THE EAST HALF OF

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9949950001

Page 2

THE SOUTHEAST FRACTIONAL QUARTER (NORTH OF THE INDIAN BOUNDARY LINE) LYING SOUTH OF THE RIGHT-OF-WAY OF AURORA, ELGIN AND CHICAGO RAILWAY COMPANY, IN SECTION 7, ALSO PART OF THE 13.25 ACRES (SOUTH OF THE INDIAN BOUNDARY LINE) OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 7, ALSO PART OF THE EAST 7 ACRES OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, LYING NORTH OF THE CENTER LINE OF BUTTERFIELD ROAD, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4836-38 BUTTERFIELD RD., HILLSIDE, IL 60162-1438. The Real Property tax identification number is 15-07-416-037-0000 AND 15-07-416-038-0000.

**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 October 10, 2016 in the original principal amount of \$858,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated September 10, 2013 in the original principal amount of \$311,786.53 executed by Ahmed El-Sherif payable to the order of 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 (omit this provision if the maximum lien provision does not need to be amended).

**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.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9940950001

Page 3

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

GRANTOR:

x *Ahmed El-Sherif*  
AHMED EL-SHERIF

LENDER:

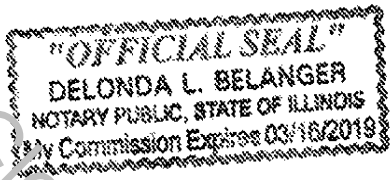
MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO COLE TAYLOR BANK

x *Delonda L. Belanger*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared AHMED EL-SHERIF, 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 14th day of November, 2016

By *Delonda L. Belanger* Residing at 363W Ontario Chicago

Notary Public in and for the State of Illinois

My commission expires 3/16/19

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 9949950001

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Ill )  
 ) SS  
 COUNTY OF Cook )

On this 14th day of November, 2016 before me, the undersigned Notary Public, personally appeared Delonda Belanger and known to me to be the VP, 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 Rose Marie Thomas Residing at 6111 N. Raven Road

Notary Public in and for the State of Ill

My commission expires May 1, 2019

