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Doc#: 1702649213 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/26/2017 01:08 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
American Chartered Bank
Commercial-Burg
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:

Ln.#6064183021/172/MB001, Loan Doc. Specialist(O. Lispier)
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 October 17, 2016, is made and executed between Robert L. Murphy, an Unmarried Man and not a Party to a Civil Union and Emilio M. Williams, an Unmarried Man and not a Party to a Civil Union, as Joint Tenants, whose address is 1924 N. Halsted, Apt. #1, Chicago, IL 60614 (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 October 17, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 17, 2014 executed by Robert L. Murphy, an Unmarried Man and not a party to a Civil Union and Emilio M. Williams, an Unmarried Man and not a party to a Civil Union ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to American Chartered Bank ("Lender"), recorded on October 23, 2014 as document no. 1429657119, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 23, 2014 as document no. 1429657120

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

LOT 10 IN SUB-BLOCK 8 OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANCH 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

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

Loan No: 6064183021

Page 2

COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1924 N. Halsted St., Chicago, IL 60614. The Real Property tax identification number is 14-32-410-048-0000.

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 that certain Promissory Note dated October 17, 2016 in the original principal amount of \$712,500.00 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 the lien of this Mortgage.

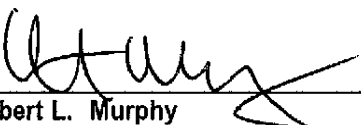
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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.

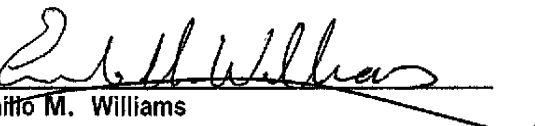
WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

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 OCTOBER 17, 2016.

GRANTOR:

x 
Robert L. Murphy

x 
Emitto M. Williams

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6064183021

Page 3

LENDER:

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

X _____
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

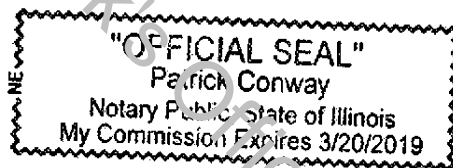
On this day before me, the undersigned Notary Public, personally appeared **Robert L. Murphy and Emilio M. Williams**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of January, 2017.

By [Signature] Residing at 212 W Randolph Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 3/20/2019



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6064183021

Page 4

LENDER ACKNOWLEDGMENT

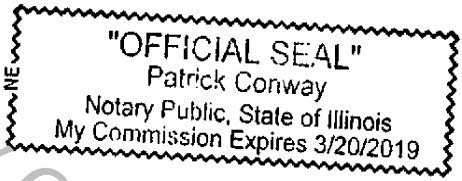
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17 day of January, 2017 before me, the undersigned Notary Public, personally appeared Mike Berg and known to me to be the Commercial Group 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 [Signature] Residing at 432 W Randolph Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 3/20/2019



PROPOSED BY COOK COUNTY CLERK'S OFFICE