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RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in interest to American Chartered Bank Commercial-Schultz 6111 N. River Road Rosemont, IL 60018 Doc#. 1702708130 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/27/2017 01:14 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 30018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
S Cebulski/Ln #6092128021/LR # 26\times MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated January 20, 2017, is made and executed between Renz Addiction Counseling Center, whose address is 1 American Way, Elgin, IL 60120 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to American Chartered Bank, whose audress is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 20, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 20, 2012 executed by Renz Addiction Counseling Center ("Grantor") for the benefit of MB Financial Bank, N.A., as successor in interest to American Chartered Bank ("Lender"), recorded on January 27, 2012 as document no. 1202733091, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 27, 2012 as document no. 1202733092.

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

PARCEL 1: LOT 2 IN CAMPUS EAST BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1988 AS DOCUMENT 88491978.

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MODIFICATION OF MORTGAGE (Continued)

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENT RECORDED AS DOCUMENT 87542238

The Real Property or its address is commonly known as 1 American Way, Elgin, IL 60120. The Real Property tax identification number is 06-07-302-066-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Loan No: 6092128021

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirely as follows: The word "Note" means that certain Promissory Note dated January 20, 2017 in the original principal amount of \$288,761.54 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 (omit this provision if the maximum lien provision does not need to be amended).

CONTINUING VALIDITY. Excep, 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, 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 PY 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 JANUARY 20, 2017.

UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Loan No: 6092128021 Page 3

GRANTOR:
RENZ ADDICTION COUNSELING CENTER
By:
LENDER
MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN CHARTERED BANK
X Authorized Signer
CORPORATE ACKNOWLEDGMENT
STATE OF <u>TUINOIS</u>) SS
COUNTY OF COOK
On this
By June A Journ - Now A Co. Residing at 1110 LOGANBURY COURT, ELGINIL
Notary Public in and for the State of TULNOIS OFFICIAL SEAL Lora A. Tovar-Marszalek Notary Public • State of Illinois
My Commission Expires July 26, 2020

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 6092128021 Page 4 LENDER ACKNOWLEDGMENT) SS 100K _____, <u>2017</u> before me, the undersigned Notary and known to me to be the <u>GROUP PRESIDEN</u> On this Public, personally appeared ROY SCHULTZ , authorized agent for MB Financial Bank, N.A., successor in interest to American Chartered Bank that executed the wittin 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. Residing at Notary Public in and for the State of My commission expires OFFICIAL SEAL **DOROTHY JANIK** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/6/2017 Copr. D+H USA Corporation 1997, 2017. All Rights Reserved. LaserPro, Ver. 16.3.0.026 G:\HARLAND\CFI\LPL\G201.FC TR-57402 PR-41 750/1/Ca