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Doc#. 1709057061 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/31/2017 11:03 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

**MB Financial Bank, N.A.,
successor in interest to Cole
Taylor Bank
Commercial 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:
an/Ln #200066050001, Deal #40606, TR #57994
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated March 1, 2017, is made and executed between The Chicago Trust Company, Successor Trustee to Hinsbrook Bank and Trust, as Trustee under Trust Agreement dated April 11, 2001 and known as Trust No. 01-023, whose address is 10258 S. Western Ave., Chicago, IL 60643 (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 March 16, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of March 16, 2012 executed by The Chicago Trust Company, Successor Trustee to Hinsbrook Bank and Trust, as Trustee under Trust Agreement dated April 11, 2001 and known as Trust No. 01-023 ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to Cole Taylor Bank ("Lender"), recorded on June 22, 2012 as document no. 1217412071, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on June 22, 2012 as document no. 1217412072.

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

See Exhibit A., which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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(Continued)**

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The Real Property or its address is commonly known as 9403 Chestnut, Franklin Park, IL 60131. The Real Property tax identification number is See Exhibit A.

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 March 1, 2017 in the original principal amount of \$1,000,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 1, 2017.

GRANTOR:

**THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT DATED APRIL 11, 2001 AND KNOWN AS TRUST NO.
01-023**

By: 
Land Trust Officer

Linda J Pitrowski
Vice President & Trust Officer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

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

X *Jodi Monke*
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 27th day of March, 2017, before me, the undersigned Notary Public, personally appeared Land Trust Officer, Linda J. Pitrowski of The Chicago Trust Company, as Trustee under Trust Agreement dated April 17, 2001 and known as Trust No. 01-023, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Deborah M. Derkacy* Residing at 5307 W. 95th St.

Notary Public in and for the State of Illinois

My commission expires 8/21/20



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 22nd day of March, 2017 before me, the undersigned Notary Public, personally appeared Jodi Thorne and known to me to be the _____, 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 [Signature] Residing at Lexington IL

Notary Public in and for the State of Illinois

My commission expires 6-28-2020



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CHICAGO TITLE



LEGAL DESCRIPTION

~~PARCEL 1:~~

~~THE WEST 74.25 FEET OF LOTS 1 THRU 5 AND THE WEST 74.25 FEET (EXCEPT THE SOUTH 10.0 FEET THEREOF) OF LOT 6 IN BLOCK 19 IN FRANKLIN PARK, A SUBDIVISION OF PART OF THE WEST 1/2 THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

PARCEL 2:

LOTS 15 TO 22 INCLUSIVE (EXCEPT THE WEST 67.91 FEET OF LOTS 15 TO 19 INCLUSIVE AND THE WEST 67.91 FEET OF THE NORTH 20.0 FEET OF LOT 20) IN BLOCK 19 IN "FRANKLIN PARK", A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART FALLING WITHIN "FRANKLIN PARK" AFORESAID, OF VACATED MARTENS STREET LYING EAST OF AND ADJOINING LOTS 15 TO 22 BOTH INCLUSIVE IN BLOCK 19 IN "FRANKLIN PARK" AFORESAID AND WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX # 12-27-123-173

PARCEL 3:

UNITS 111-LU1, 112-LU2, 113-LU3, 114-LU4, 115-LU5, 116-LU6, 117-LU7, 118-LU8, 119-LU9, 120-LU10, 121-LU11, 122-LU12, 123-LU13, 124-LU14, 125-LU15, 126-LU16, 127-LU17, 128-LU18, 129-LU19, 130-LU20, 131-LU21, 132-LU22, 133-LU23, 134-LU24, 135-LU25, 136-LU26, 137-LU27, 138-LU28, 139-LU29, 140-LU30, G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13, G-14, G-15, G-16, G-17, G-18, G-19, G-20 AND G-21 IN CHESTNUT VILLA CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 TO 14 INCLUSIVE (EXCEPT THEREFROM THE WEST 74.25 FEET OF LOTS 1 THRU 5 AND EXCEPT THE WEST 74.35 FEET, EXCEPT THE SOUTH 10 FEET THEREOF OF LOT 6) IN BLOCK 19 IN "FRANKLIN PARK" A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO THAT PART FALLING WITHIN "FRANKLIN PARK" AFORESAID, OF HERETOFORE VACATED MARTENS STREET LYING EAST OF AND ADJOINING SAID LOTS 1 THRU 14 INCLUSIVE IN BLOCK 19 IN "FRANKLIN PARK" AFORESAID, AND WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27 AFORESAID, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY WAS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 29, 1989 AS DOCUMENT NO. 89622147, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

TAX #'S 12-27-123-169-1001 THRU 1050