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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/06/2017 10:34 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.
6111 N. River Road
Rosemont, IL 60018**

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**Ln.#10912459001/030/JIM/Deal #45604, Loan Doc. Specialist
MB Financial Bank, N.A., successor in interest to Cole Taylor Bank
6111 N. River Road
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated March 1, 2017, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank National Association Trust Number 1217, whose address is 12 S. LaSalle St., Suite #2750, Chicago, IL 6603 (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 September 15, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 15, 2008 executed by Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, not personally but as Trustee on behalf of Chicago Title Land Company, as Successor Trustee to LaSalle Bank National Association Trust Number 1217 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on October 30, 2008 as document no. 0830449063, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 30, 2008 as document no. 0830449064; modified by Modification of Mortgage recorded on December 8, 2011 as document no. 1134239031.

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

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UNITS 101, 103, 105, 106, 201, 202, 204, 306, 307, 308, 401, 402, 403, 404, 405, 408, 501, 502, 505, 506, 508, 601, 602, 603, 605, 701, 702, 703, 705, 706, 707, 708, 805, 806 AND LOCKER UNITS LU 3, LU 4, LU 6, LU 10, LU14, LU 15, LU 17, LU 18, LU 19, LU 20, LU 22, LU 23, LU 24, LU 25, LU 26, LU 27, LU 28, LU 29, LU 30, LU 35, LU 36, LU 37, LU 39, LU 40, LU 44, LU 45, LU 46, LU 47, LU 48, LU 49, LU 50, LU 51, LU 54, LU 56, LU 57, LU 59, LU 60 AND GARAGE UNITS 1, 5, 9, 15, 16, 18, 21, 23, 24, 25 AND 34, IN THE GRAND TOWERS PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN FRANKLIN PARK, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM MADE BY AFFILIATED BANK/FRANKLIN PARK, SUCCESSOR BY MERGER WITH FIRST STATE BANK & TRUST CO. OF FRANKLIN PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 19, 1987 AND KNOWN AS TRUST NO. 1217 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMENT NUMBER 87680416, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, AS AMENDED FROM TIME TO TIME.

The Real Property or its address is commonly known as 10515 Grand Ave., Franklin Park, IL 60131. The Real Property tax identification number is 12-29-205-041-1001 (101); 12-29-205-041-1003 (103); 12-29-205-041-1108 (105); 12-29-205-041-1109 (106); 12-29-205-041-1004 (201); 12-29-205-041-1005 (202); 12-29-205-041-1007 (204); 12-29-205-041-1117 (306); 12-29-205-041-1118 (307); 12-29-205-041-1119 (308); 12-29-205-041-1012 (401); 12-29-205-041-1013 (402); 12-29-205-041-1014 (403); 12-29-205-041-1015 (404); 12-29-205-041-1120 (405); 12-29-205-041-1123 (408); 12-29-205-041-1016 (501); 12-29-205-041-1017 (502); 12-29-205-041-1124 (505); 12-29-205-041-1125 (506); 12-29-205-041-1127 (508); 12-29-205-041-1020 (601); 12-29-205-041-1021 (602); 12-29-205-041-1022 (603); 12-29-205-041-1128 (605); 12-29-205-041-1024 (701); 12-29-205-041-1025 (702); 12-29-205-041-1026 (703); 12-29-205-041-1132 (705); 12-29-205-041-1133 (706); 12-29-205-041-1134 (707); 12-29-205-041-1135 (708); 12-29-205-041-1136 (805); 12-29-205-041-1137 (806); 12-29-205-041-1050 (LU3); 12-29-205-041-1051 (LU4); 12-29-205-041-1053 (LU6); 12-29-205-041-1057 (LU10); 12-29-205-041-1061 (LU14); 12-29-205-041-1064 (LU17); 12-29-205-041-1065 (LU18); 12-29-205-041-1066 (LU19); 12-29-205-041-1067 (LU20); 12-29-205-041-1069 (LU22); 12-29-205-041-1070 (LU23); 12-29-205-041-1072 (LU24); 12-29-205-041-1073 (LU25); 12-29-205-041-1074 (LU26); 12-29-205-041-1075 (LU27); 12-29-205-041-1076 (LU28); 12-29-205-041-1077 (LU29); 12-29-205-041-1078 (LU30); 12-29-205-041-1083 (LU35); 12-29-205-041-1084 (LU36); 12-29-205-041-1086 (LU39); 12-29-205-041-1087 (LU40); 12-29-205-041-1091 (LU44); 12-29-205-041-1092 (LU45); 12-29-205-041-1093 (LU46); 12-29-205-041-1094 (LU47); 12-29-205-041-1095 (LU48); 12-29-205-041-1096 (LU49); 12-29-205-041-1097 (LU50); 12-29-205-041-1098 (LU51); 12-29-205-041-1101 (LU54); 12-29-205-041-1103 (LU56); 12-29-205-041-1104 (LU57); 12-29-205-041-1106 (LU59); 12-29-205-041-1030 (G1); 12-29-205-041-1034 (G5); 12-29-205-041-1038 (G9); 12-29-205-041-1141 (G21); 12-29-205-041-1044 (G15); 12-29-205-041-1045 (G16); 12-29-205-041-1047 (G18); 12-29-205-041-1144 (G24); 12-29-205-041-1145 (G25); 12-29-205-041-1154 (G34).

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 March 1, 2017 in the original principal amount of \$1,200,000.00 executed by Borrower payable to the order of Lender, (II) that certain Promissory Note dated March 1, 2017 in the original principal amount of \$1,875,000.00 executed by Chicago Title Land Trust Company, not personally but as Successor Trustee under Trust Agreement Dated July 3, 1975 and Known as Trust #5810 and 333-CRE LLC, 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

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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.

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:

**CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO
LASALLE BANK NATIONAL ASSOCIATION TRUST NUMBER 1217**

**CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee
under that certain trust agreement dated 05-19-1987 and known as
Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank
National Association Trust Number 1217. BY**

Haniet Denisewicz - Trust Officer

By:

Derek Roush, 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 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. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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LENDER:

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

X *[Signature]*
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 24th day of March, 2017 before me, the undersigned Notary Public, personally appeared Land Trust Officer, Harriet Denisevicz of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank National Association Trust Number 1217, 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 *[Signature]* corporation/ located at Residing at 10 South LaSalle Street
Notary Public in and for the State of Illinois 60603 Suite 2750
Chicago
My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 22 day of March, 2017 before me, the undersigned Notary Public, personally appeared Bob Neale 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 Rosemont IL

Notary Public in and for the State of Illinois

My commission expires 6-28-2020

