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Doc#. 1712849050 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/08/2017 09:40 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
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:

SH/Ln #417766/Deal 46887/CC 179743/DCB
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated January 5, 2017, is made and executed between Hala Ayyad, not personally but as Trustee on behalf of The Hala Ayyad Living Trust, dated May 26, 2004, whose address is 9248 Osceola Ave., Morton Grove, IL 60053 (referred to below as "Grantor") and MB Financial Bank, N.A., 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 January 10, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 10, 2016 executed by Grantor for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 26, 2016 as document no. 1605739076, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 26, 2016 as document no. 1605739077.

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

LOTS 24 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THEREOF AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF AND THE EAST HALF OF THE SOUTHEAST QUARTER THEREOF) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1744 W. Addison St., Chicago, IL 60613. The Real Property tax identification number is 14-19-229-039.

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

The word ("Grantor") in original Mortgage and Assignment of Rents is amended from Ahmed Ayyad and Hala Ayyad to Hala Ayyad as Trustee of The Hala Ayyad Living Trust, as a result of Limited Warranty Deed.

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 January 5, 2017 in the original principal amount of \$95,000.00 executed by Borrower and (ii) that certain Promissory Note dated January 10, 2016 in the original principal amount of \$536,146.30 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).

This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents.

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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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 5, 2017.

GRANTOR:

THE HALA AYYAD LIVING TRUST, DATED MAY 26, 2004

By: Hala Ayyad
Hala Ayyad, Trustee of The Hala Ayyad Living Trust, dated
May 26, 2004

LENDER:

MB FINANCIAL BANK, N.A.

x James A. Buehler
Authorized Signer

Property of Cook County Clerk's Office

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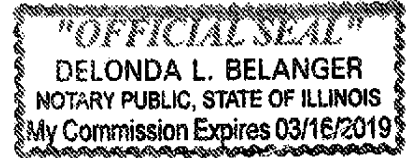
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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)



On this 23rd day of April, 2017 before me, the undersigned Notary Public, personally appeared **Hala Ayyad, Trustee of The Hala Ayyad Living Trust, dated May 26, 2004**, 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 Delonda L. Belanger Residing at 363 W. Ontario, Chicago

Notary Public in and for the State of Illinois

My commission expires 3/16/19

DePaul County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 23rd day of April, _____ before me, the undersigned Notary Public, personally appeared Robert King and known to me to be the VP, authorized agent for **MB Financial Bank, N.A.** 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.**, duly authorized by **MB Financial Bank, N.A.** 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.**.

By Rose Marie Thomas Residing at 611 W. Lincoln Road, Bensenville, IL

Notary Public in and for the State of Illinois

My commission expires May 1, 2019

