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Doc#: 1715208021 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/01/2017 08:52 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.,
successor in interest to
American Chartered Bank
Commercial-Bagley
6111 N. River Rd.
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:

MDrozd/LN#6168787011/DL#48617/155/KWoo1
MB Financial Bank, N.A., successor in interest to American Chartered Bank
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated February 10, 2017, is made and executed between BRIAN D. FINN and MAURA A. FINN, husband and wife, not as joint tenants or tenants in common, but as tenants by the entirety, whose address is 10416 S OAKLEY AVE, CHICAGO, IL 60643-2506 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to American Chartered Bank, whose address is 6111 N. River Rd., Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 11, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 11, 2015 executed by Brian D. Finn and Maura A. Finn ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to American Chartered Bank ("Lender"), recorded on January 26, 2016 as document no. 1602657128.

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

LOT 21 IN BLOCK 4 IN O. RUETER AND COMPANY'S BEVERLY HILLS SECOND ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10416 S Oakley Ave, Chicago, IL 60643. The Real

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(Continued)**

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Property tax identification number is 25-18-109-016-0000.

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 February 10, 2017 in the original principal amount of \$75,000.00 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.

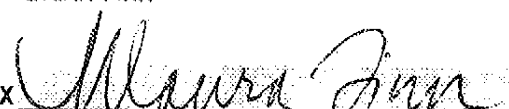
WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

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 FEBRUARY 10, 2017.

GRANTOR:

X 
BRIAN FINN

X 
MAURA FINN

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LENDER:

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

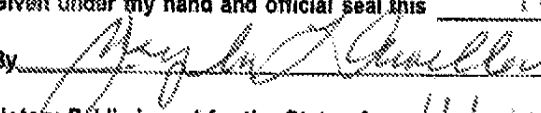
X 
Authorized Signatory

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

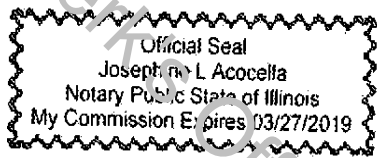
On this day before me, the undersigned Notary Public, personally appeared BRIAN FINN and MAURA FINN, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses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

Given under my hand and official seal this 10 day of February, 2017.

By  Residing at CANT. PROSPECT IL

Notary Public in and for the State of ILLINOIS

My commission expires 03/27/2019



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)

On this February day of 2017 before me, the undersigned Notary Public, personally appeared Michael R. Kelly and known to me to be the Loan Officer, 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 MT. PROSPECT, IL

Notary Public in and for the State of ILLINOIS

My Commission expires 03/27/2019

PROSPECT COOK COUNTY CLERK'S OFFICE