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Doc#. 1717008490 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/19/2017 01:01 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in interest to American Chartered Bank Business Banking 6111 N, River Road Rosemont. IL 60018

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Pd. Rosemont, IL 20018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
SH /Ln #6032087011/Deal #49773\_CC 742-SBL-RRR
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

#### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated April 30, 2017, is made and executed between Natalia Drobetskiy, whose address is 404 Marvin PI, Wheeling, IL 60090 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to American Chartered Bank, whose address is 6111 N, River 20ad, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 30, 2008 (be "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 30, 2008 executed by Natalia Drobetskiy ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to American Chartered Bank ("Lender"), recorded on February 1, 2008 as document no. 0803217008, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 1, 2008 as document no. 0803217009.

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

Unit 1 in the 600 Waukegan Road Condominium, as defineated on a survey of the following described real estate: Part of the North 380.10 feet (except the North 10 acres) of that part of the Southeast quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian, lying East of the Easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and West of the center line of Waukegan Road, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration

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# MODIFICATION OF MORTGAGE (Continued)

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nued) Page 2

of Condominium recorded as Document Number 0800703018, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

The Real Property or its address is commonly known as 600 Waukegan Rd, #1, Northbrook, IL 60062. The Real Property tax identification number is 04-04-400-018-1022.

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 entirely as follows: The word "Note" means that certain Promissory Note dated April 30, 2017 in the original principal amount of \$113,283.30 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or remaked 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 (ormathis 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 incidification is given conditionally, based on the representation to Lender that the non-signing person conson's to the changes and provisions of this Modification, but also to all such subsequent actions.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

Drobebsky

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: ANY RIGHT TO TRIAL EX 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 APRIL 30, 2017.

**GRANTOR:** 

Natalia Drobetskiy

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 6032087011 Page 3 LENDER: MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN CHARTERED BANK Authorized Signer INDIVIDUAL ACKNOWLEDGMENT STATE OF ) ) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared Natalia Drobetskiy, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act, and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this day of Residing at By. Notary Public in and for the State of \_\_\_ BRIDGET D. IGIEHON My commission expires NOTARY PUBLIC, STATE OF ILLINOIS Ay Commission Expires (%/2%/2019

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## MODIFICATION OF MORTGAGE (Continued)

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	LENDER ACKNOWLEDGMENT	
, authorized agent for M that executed the within and fore voluntary act and deed of MB in authorized by MB Financial Bank idirectors or otherwise, for the use	and known to me to be IB Financial Bank, N.A., successor in interest to an acknowledged said instrument and acknowledged said instrument Bank, N.A., successor in interest to American Chartere are, and purposes therein mentioned, and on oa trument and in fact executed this said instrument and Chartered Bank.  Residing at  Residing at	o American Chartered Bank trument to be the free and erican Chartered Bank, duly de Bank through its board of the stated that he or she is not on behalf of MB Financial HON
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