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Doc#. 1719401014 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/13/2017 10:34 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
successor in interest to Cole
Taylor Bank
Business 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.#9677650002/DCB/743/Deal #50113, Loan Doc. Specialist(O. Lispier)
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 June 12, 2017, is made and executed between Benjamin Munoz, whose address is 4516 W. Parker Ave., Chicago, IL 60639 (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 February 18, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 18, 2005 executed by Benjamin Munoz ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to Cole Taylor Bank ("Lender"), recorded on March 16, 2005 as document no. 0507514058, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 16, 2005 as document no. 0507514059; modified by Modification of Mortgage recorded March 7, 2006 as document no. 0606645097; modified by Modification of Mortgage recorded August 31, 2006 as document no. 0624341136; modified by Modification of Mortgage recorded January 5, 2007 as document no. 0700505143; further modified by Modification of Mortgage recorded September 11, 2013 as document no. 1325416076

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

LOT 19 IN BLOCK 7 IN VAN H. HIGGIN'S SUBDIVISION OF THE 25 ACRES SOUTH OF AND ADJOINING

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THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4463 S. Princeton Ave. , Chicago, IL 60609. The Real Property tax identification number is 20-04-416-014-0000.

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

individually and collectively, "The word Note" means that certain Promissory Note dated June 12, 2017 in the original principal amount of \$56,000.00 executed by Borrower payable to the order of Lender, (II) that certain Promissory Note dated July 27, 2016 in the original principal amount of \$209,773.84 executed by Borrower payable to the order of Lender, (III) that certain Promissory Note dated June 27, 2013 in the original principal amount of \$399,175.43 executed by Borrower payable to the order of Lender, (IV) that certain Promissory Note dated June 28, 2013 in the original principal amount of \$135,218.68 executed by Borrower payable to the order of Lender, (V) that certain Promissory Note dated June 12, 2013 in the original principal amount of \$305,674.15 executed by Borrower payable to the order of Lender, (VI) that certain Promissory Note dated July 15, 2013 in the original principal amount of \$140,806.71 executed by Borrower payable to the order of Lender, all 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.

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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 JUNE 12, 2017.

GRANTOR:

x Benjamin Munoz
Benjamin Munoz

LENDER:

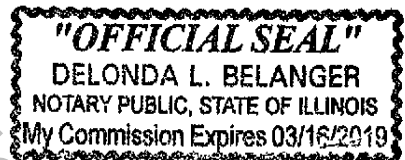
MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO COLE TAYLOR BANK

x Benjamin Munoz ^{MB} Delonda Belanger
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared Benjamin Munoz, 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 22nd day of June, 20 17.

By Delonda Belanger Residing at 363 W. Ontario, Chicago

Notary Public in and for the State of Illinois

My commission expires 3/16/19

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 22nd day of June, 2017 before me, the undersigned Notary Public, personally appeared Dolinda Belanger and known to me to be the VP, 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 Rose Marie Thomas Residing at 6111 N. River Road, Rosemont

Notary Public in and for the State of Illinois

My commission expires May 1, 2019

