

# UNOFFICIAL COPY

Doc#. 1721215122 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/31/2017 11:12 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

**MB Financial Bank, N.A.,  
successor in interest to  
American Chartered Bank  
Commercial-Provan  
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:**

**S Cebulski/Ln #2171309011/LR#230/BP000/Deal 49178  
MB Financial Bank, N.A., successor in interest to American Chartered Bank  
6111 N. River Road  
Rosemont, IL 60018**

## **MODIFICATION OF MORTGAGE**



\*8441\*

**THIS MODIFICATION OF MORTGAGE** dated May 16, 2017, is made and executed between Chicago Title Land Trust Company, not personally but as Successor Trustee to the American National Bank and Trust Company of Chicago, under Trust Agreement dated April 10, 1997 and known as Trust No. 600031-07, whose address is 10 South LaSalle Street, Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to American Chartered 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 August 15, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage** dated as of August 15, 2009 executed by Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, as Successor to LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Provisions of a Trust Agreement dated April 10, 1997 and known as Trust Number 600091-07 ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to American Chartered Bank ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on September 15, 2009 as document no. 0925826027, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 15, 2009 as document no. 0925826028.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 2171309011

Page 2

County, State of Illinois:

LOT 36 AND THE SOUTH 5.42 FEET OF LOT 37 IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT NO. 2, A SUBDIVISION IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 265 Scott Street, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-22-102-068-0000 and 08-22-102-080-0000.

**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 May 16, 2017 in the original principal amount of \$5,000,000.00 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 16, 2017.**

**GRANTOR:**

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED APRIL 10, 1997 AND KNOWN AS TRUST NO. 600091-07, and not personally

By:  Trust Officer  
Land Trust 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.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2171309011

Page 3

LENDER:

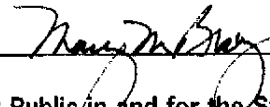
MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN  
CHARTERED BANK

X   
Authorized Signer

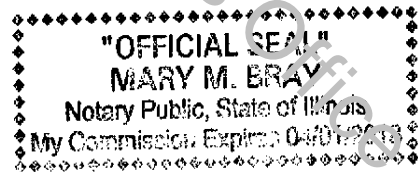
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Lake )

On this 13th day of July, 2017 before me, the undersigned Notary Public, personally appeared **Land Trust Officer, Patricia L. Alvarez** of **Chicago Title Land Trust Company, Successor Trustee to the American National Bank and Trust Company of Chicago, under Trust Agreement dated April 10, 1997 and known as Trust No. 60091-07**, 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  Residing at \_\_\_\_\_  
Notary Public/in and for the State of Illinois

My commission expires \_\_\_\_\_



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2171309011

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF MCHEERY )

On this 13th day of July, 2017 before me, the undersigned Notary Public, personally appeared William Provan and known to me to be the Commercial Group President, 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 Connie Aumann Residing at Huntley, IL

Notary Public in and for the State of IL

My commission expires 8/20/2017

