

# UNOFFICIAL COPY

Doc#: 1725046147 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/07/2017 10:16 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
American Chartered Bank  
Commercial-Schultz  
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

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

H. Schraeder/LN#6117740011/265 PS000  
MB Financial Bank, N.A., successor in interest to American Chartered Bank  
6111 N. River Road  
Rosemont, IL 60018

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## MODIFICATION OF MORTGAGE



\*8441\*

**THIS MODIFICATION OF MORTGAGE** dated August 7, 2017, is made and executed between Michael V. Pilolla, whose address is 113 Murphy Lake Road, Park Ridge, IL 60068 and Timothy Cullinan, whose address is 470 Podlin Drive, Franklin Park, IL 60131, as joint tenants (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 December 6, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 6, 2012 executed by Michael Pilolla and Timothy Cullinan, as joint tenants ("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 December 17, 2012 as document no. 1235247015, Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 17, 2012 as document no. 1235247016, and Modification of Mortgage dated December 6, 2013 executed by Grantor for the benefit of Lender, recorded on December 19, 2013 as document no. 1335347049.

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

LOT 1 IN R. LATORIA INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4

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

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OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN FROM THE PREMISES CONVEYED, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3220 Wolf Road, Franklin Park, IL 60131. The Real Property tax identification number is 12-19-400-126-0000.

**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 August 7, 2017 in the original principal amount of \$400,000.00 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 AUGUST 7, 2017.**

**GRANTOR:**

x   
Michael V. Pilolla

x   
Timothy J. Sullivan

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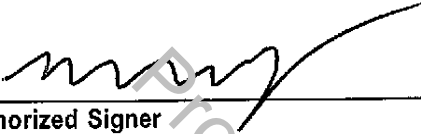
## MODIFICATION OF MORTGAGE (Continued)

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LENDER:

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

X   
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned Notary Public, personally appeared **Michael V. Pilolla and Timothy Cullinan**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6117740011

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LENDER:

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

X \_\_\_\_\_  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Coa )

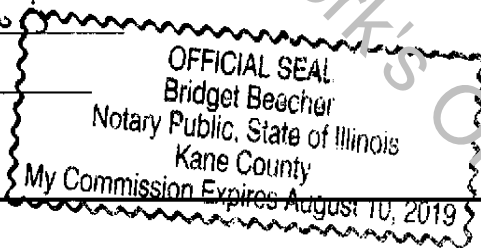
On this day before me, the undersigned Notary Public, personally appeared **Michael V. Pilolla and Timothy Cullinan**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2018.

By BRIDGET BEECHER Residing at 71111 LONKIDGE RD ST CHARLES, IL

Notary Public in and for the State of ILLINOIS

My commission expires 8/10/19



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6117740011

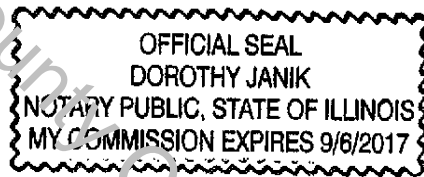
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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 22nd day of AUG, 2017 before me, the undersigned Notary Public, personally appeared ROY SCHULTZ and known to me to be the COMM GROUP PRES, 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 Dorothy Janik Residing at 100 W Higgins Rd Ste 5  
South Barrington, IL 60010  
 Notary Public in and for the State of IL  
 My commission expires 9-6-17



COOK COUNTY Clerk's Office