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Doc#. 1726212045 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2017 11:44 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Retail Tinley Park (InBank)
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:

Robert J. Ex/LN #296829/DL #52870/CC 499/JSS
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated September 15, 2017, is made and executed between Veterans Outreach Program of Illinois, Inc., an Illinois not-for-profit corporation, whose address is 5038 W. 127th Street, Alsip, IL 60803 (referred to below as "Grantor") and MB Financial Bank, N.A., 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 June 25, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 25, 2012 executed by Veterans Outreach Program of Illinois, Inc. ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 5, 2012 as document no. 1218731094, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 5, 2012 as document no. 1218731095.

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

THE EAST 93.24 FEET OF THE WEST 312.72 FEET (EXCEPT THE NORTH 1051 FEET AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

LYING SOUTHERLY OF A LINE INTERSECTING THE SOUTHWEST CORNER OF SAID PROPERTY, SAID CORNER BEING 50 FEET NORTHERLY ALONG THE WEST LINE OF THE EAST 93.24 FEET OF THE WEST 312.72 FEET FROM THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION

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28 AND INTERSECTING THE EAST LINE OF SAID EAST 93.24 FEET OF THE WEST 312.72 FEET AT A DISTANCE OF 65.0 FEET NORTHERLY OF SAID SOUTHERLY LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5030-5044 W. 127th Street, Alsip, IL 60803. The Real Property tax identification number is 24-28-404-016-0000.

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 September 15, 2017 in the original principal amount of \$220,711.34 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 monies 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 SEPTEMBER 15, 2017.

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GRANTOR:

VETERANS OUTREACH PROGRAM OF ILLINOIS, INC.

By: *James J. Jazo*
James J. Jazo, Director of Veterans Outreach Program of
Illinois, Inc.

LENDER:

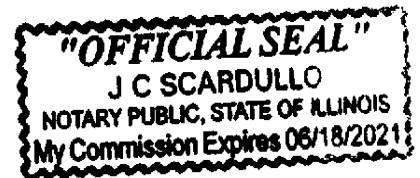
MB FINANCIAL BANK, N.A.

X *J. C. Scardullo*
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Will



On this 11th day of September, 2017 before me, the undersigned Notary Public, personally appeared James J. Jazo, Director of Veterans Outreach Program of Illinois, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *J. C. Scardullo* Residing at MB Financial

Notary Public in and for the State of IL

My commission expires 6/18/21

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Will) SS
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On this 11th day of September, 2017 before me, the undersigned Notary Public, personally appeared Tony Scardullo and known to me to be the OFFICER, authorized agent for **MB Financial Bank, N.A.** 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.**, duly authorized by **MB Financial Bank, N.A.** 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.**

By Sharon M. Mysliwicz Residing at Nemours Calum

Notary Public in and for the State of Illinois

My commission expires 3-31-20

County Clerk's Office