

# UNOFFICIAL COPY

Doc#. 1732601118 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/22/2017 11:11 AM Pg: 1 of 7

**RECORDATION REQUESTED BY:**

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

C. Peters/Ln #3329623031/LR #155/Deal #49409  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*8441\*

THIS MODIFICATION OF MORTGAGE dated November 1, 2017, is made and executed between Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 15, 1999 and known as Trust Number 1107798, 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 June 19, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 16, 2009 executed by Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 15, 1999 and known as Trust Number 1107798 ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to American Chartered Bank ("Lender"), recorded on August 27, 2009 as document no. 0923956006, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 27, 2009 as document no. 0923956007.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 3329623031

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The Real Property or its address is commonly known as 1835-1951 Rohlwing Road, Rolling Meadows, IL 60008-1394. The Real Property tax identification number is 02-26-200-006-0000; 02-26-200-007-0000; 02-26-200-009-0000; 02-26-200-010-0000 and 02-26-204-012-0000.

**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 November 1, 2017 in the original principal amount of \$3,687,067.21 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 (omit this 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 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 NOVEMBER 1, 2017.**

**GRANTOR:**

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1999 AND KNOWN AS TRUST NUMBER 1107798, ~~and not personally~~

By: [Signature], 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.

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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

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 3rd day of November, 2017 before me, the undersigned Notary Public, personally appeared **Land Trust Officer, Patricia J. Alvarez** of **Chicago Title Land Trust Company, as Trustee under Trust Agreement dated December 16, 1999 and known as Trust Number 1107798**, 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 \_\_\_\_\_

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

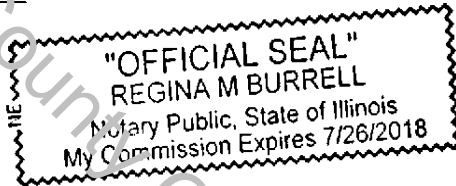
STATE OF Illinois )  
 ) SS  
 COUNTY OF DeWitt )

On this 3 day of November, 2017 before me, the undersigned Notary Public, personally appeared Scott Thewerkamp and known to me to be the SVP Commercial Banking, 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 Regina M Burrell Residing at Plainfield, IL

Notary Public in and for the State of Illinois

My commission expires 7/26/2018



Clerk's Office

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## Exhibit A

### PARCEL 1:

LOT 7 IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING WESTERLY OF A LINE BEGINNING AT A POINT THAT IS 206 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 168.04 FEET TO A POINT THAT IS 164 FEET EAST OF THE WEST LINE OF SAID LOT 7 (MEASURED AT RIGHT ANGLES TO SAID WEST LINE) AND 134 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7 (AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE); THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, FOR A DISTANCE OF 190.93 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 7 THAT IS 26 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 8 (EXCEPT THE EAST 200 FEET THEREOF) IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOT 9 (EXCEPT THE EAST 200 FEET THEREOF) AND LOT 10 IN FIRST ADDITION TO PLUM GROVE ESTATES BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10 FOR A PLACE OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10, FOR A DISTANCE OF 289.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 206 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 172.87 FEET TO A POINT THAT IS 213 FEET EAST OF THE WEST LINE OF SAID LOT 10 (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE) AND 117 FEET NORTH OF THE SOUTH LINE OF SAID LOT 10 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 16.54 FEET TO A POINT IN THE EAST LINE OF SAID LOT 10 THAT IS 75 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 85.01 FEET TO A POINT IN THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9 THAT IS 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 200 FEET OF SAID LOT 9, A DISTANCE OF 54 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 9 AND 10, FOR A DISTANCE OF 381.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF THE EAST 200 FEET OF LOT 9

(EXCEPT THE NORTH 189.61 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 9 LYING WESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF THE EAST

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200 FEET OF SAID LOT 9 THAT IS 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, FOR A DISTANCE OF 122.38 FEET TO A POINT THAT IS 80 FEET WEST OF THE EAST LINE OF SAID LOT 9 (MEASURED AT RIGHT ANGLES TO SAID EAST LINE) AND 30 FEET NORTH OF THE SOUTH LINE OF SAID LOT 9 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); THENCE EAST ALONG A STRAIGHT LINE THAT IS PARALLEL TO THE SOUTH LINE OF SAID LOT 9, FOR A DISTANCE OF 60 FEET TO A POINT THAT IS 20 FEET WEST OF THE EAST LINE OF SAID LOT 9; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT 9 THAT IS 50 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 9,

ALL IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF LOT 1 AND LOT 2 EXCEPT THE WEST 99.4 FEET IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 10689237, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 99.4 FEET OF LOT 2 IN FIRST ADDITION TO PLUM GROVE ESTATES, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF FOREST AVENUE LYING SOUTH OF A STRAIGHT LINE EXTENDING WEST FROM THE NORTHWEST CORNER OF LOT 2 TO ITS INTERSECTION WITH THE NORTHEAST CORNER OF LOT 3 AND LYING NORTH OF A STRAIGHT LINE EXTENDING FROM THE SOUTHWEST CORNER OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 3 (EXCEPTING THEREFROM THAT PART LYING SOUTHWESTERLY OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF SAID LOT 3, 24 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE NORTH LINE OF LOT 7, 26 FEET EAST OF THE NORTHWEST CORNER THEREOF) IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT 3 LYING NORTHEASTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 3, THAT IS 24 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 3 TO A POINT IN THE NORTH LINE OF SAID LOT 3 THAT IS 186 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE NORTH 33.0 FEET (AS MEASURED AT RIGHT ANGLES) OF BRYANT AVENUE, LYING WEST OF THE EASTERLY LINE, EXTENDED SOUTHERLY OF LOT 1 AND LYING NORTHEASTERLY OF A STRAIGHT LINE EXTENDING FROM A POINT ON THE EAST LINE OF LOT 3, 24.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT IN THE NORTH LINE OF LOT 7, 26.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID,

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PARCEL 10:

ALL THAT PART, EXCEPT THE NORTH 33.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF VACATED BRYANT AVENUE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 7 AND 8 IN FIRST ADDITION TO PLUM GROVE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJOINING A NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 8 AND LYING EASTERLY OF AND ADJOINING A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 3 IN SAID FIRST ADDITION TO PLUM GROVE ESTATES, 24.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, TO A POINT ON THE NORTH LINE OF SAID LOT 7, 26.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THE NORTH 100 FEET OF THE EAST 200 FEET OF LOT 8 IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID.

PARCEL 12:

THE EAST 200 FEET OF LOT 8 EXCEPT THE NORTH 100 FEET AND EXCEPT THE SOUTH 100 FEET IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID.

PARCEL 13:

THE SOUTH 100 FEET OF THE EAST 200 FEET OF LOT 8 AND THE NORTH 89.61 FEET OF THE EAST 200 FEET OF LOT 9 IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID.

PARCEL 14:

THE SOUTH 100 FEET OF THE NORTH 189.61 FEET OF THE EAST 200 FEET OF LOT 9 IN FIRST ADDITION TO PLUM GROVE ESTATES, AFORESAID.

Permanent Tax #'s: 02-26-200-006  
 02-26-200-007  
 02-26-200-009  
 02-26-200-010  
 02-26-204-012