

# UNOFFICIAL COPY

Doc#: 1808118042 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/22/2018 11:16 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
American Chartered Bank  
Commercal Underwriting and  
Admin  
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:**

SPeriaswamy/Ln #145769011/DL 57082/169/FG001  
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 January 11, 2018, is made and executed between Anne B. Hartnett, a single person, whose address is 2900 N. Racine Ave. Apt Ste 3400, Chicago, IL 60614 (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 October 11, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 11, 2006 executed by Anne B. Hartnett, n/k/a Anne B. Brindle ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to American Chartered Bank ("Lender"), recorded on January 24, 2007 as document no. 0702445042, and Assignment of Rents dated October 11, 2006 and recorded on January 24, 2007 as document no. 0702445043 and modified by Modification of Mortgage dated October 11, 2011 and recorded on December 8, 2011 as document no. 1134218020.

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

UNITS 204 AND G6 IN HANDELSMAN LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 22 TO 29 IN HARBINE AND ROMANS SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST

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

Loan No: 145769011

Page 2

OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF MILWAUKEE AVENUE, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94563969, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 809 North Racine Avenue, Unit 204 and G6, Chicago, IL 60642. The Real Property tax identification number is 17-05-415-031-1007; 17-05-415-031-1036.

**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 January 11, 2018 in the original principal amount of \$141,180.38 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.

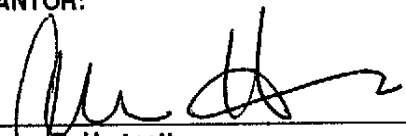
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 endorser 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 JANUARY 11, 2018.**

**GRANTOR:**

X   
Anne B. Hartnett

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 145769011

Page 3

LENDER:

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

X *[Signature]*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Anne B. Hartnett**, 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 16 day of MARCH, 2018.

By *[Signature]* Residing at 2000 N. RACINE

Notary Public In and for the State of ILLINOIS

My commission expires 8-15-19



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 145769011

Page 4

### LENDER ACKNOWLEDGMENT

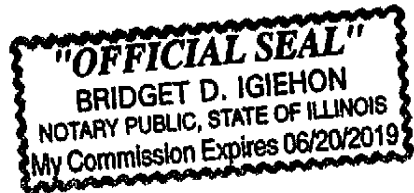
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 16<sup>th</sup> day of March, 2018 before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the Vice 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 Bridget D. Igiehon Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires June 20, 2019



County Clerk's Office