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Doc#: 1812049231 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/30/2018 01:15 PM Pg: 1 of 5

RECORDATION REQUESTED BY:

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

**H.Schraeder/Ln #6119026011/155 GR000
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated February 8, 2018, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, successor in Trust to Commercial National Bank of Chicago, as Trustee under Trust Agreement dated March 29, 1995 and known as Trust Number 1238, whose address is 10 S. 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 February 8, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of February 8, 2013 executed by Chicago Title Land Trust Company, successor in Trust to Commercial National Bank of Chicago, as Trustee under Trust Agreement dated March 29, 1995 and known as Trust Number 1238 ("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 February 28, 2013 as document no. 1305933022, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 28, 2013 as document no. 1305933023.

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

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UNITS 1, 2, 3-10, 4-9, 5, 6, 7, 8, 11 AND 12 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND (HEREINAFTER REFERRED TO AS "PARCEL"):

LOTS 37 AND 38 IN BLOCK 1 IN THE SUBDIVISION OF OUT LOT "E" OF WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST BANK OF OAK PARK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 4, 1967 AND KNOWN AS TRUST NUMBER 8122 AND RECORDED APRIL 12, 1973 AS DOCUMENT NO. 22287014 AND RERECORDED APRIL 17, 1973 AS DOCUMENT 22292260 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING THEREFROM ALL THE UNITS AS DEFINED IN SAID DECLARATION) ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 713-715 W. Diversey Parkway, Chicago, IL 60614. The Real Property tax identification number is 14-28-300-041-1001; 14-28-300-041-1002; 14-28-300-041-1003; 14-28-300-041-1004; 14-28-300-041-1005; 14-28-300-041-1006; 14-28-300-041-1007; 14-28-300-041-1008; 14-28-300-041-1009; 14-28-300-041-1010.

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 February 8, 2018 in the original principal amount of \$874,489.00 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.

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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 8, 2018.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO COMMERCIAL NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 29, 1995 AND KNOW AS TRUST NUMBER 1238

By: Maurice Mage 3/4/18

Land Trust Officer, Designated Agent of Chicago Title Land Trust company, successor to Commercial National Bank of Chicago, as Trustee under Trust Agreement dated March 29, 1995 and know as Trust number 1238



LENDER:

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

x Kearin McDowell
Authorized Signer

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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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

MAUREEN PAIGE

On this 16th day of March, 2018 before me, the undersigned Notary Public, personally appeared **Land Trust Officer, Designated Agent of Chicago Title Land Trust company, successor to Commercial National Bank of Chicago, as Trustee under Trust Agreement dated March 29, 1995 and know as Trust number 1238**, 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 *Jim P. K.* Residing at Illinois

Notary Public in and for the State of ILLINOIS

My commission expires _____

 COOK COUNTY CLERK'S OFFICE
 100 N. LAUREL STREET
 CHICAGO, ILLINOIS 60602
 TEL: 312.600.6000
 WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK'S OFFICE

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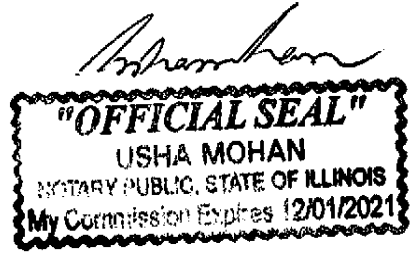
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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF DuPage)

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On this 7th day of March, 2018 before me, the undersigned Notary Public, personally appeared Regina Buorell and known to me to be the AVP, 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 USHA MOHAN Residing at Plainfield, IL

Notary Public in and for the State of IL

My commission expires 12/01/2021