

# UNOFFICIAL COPY

Doc#: 1819218049 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/11/2018 10:17 AM Pg: 1 of 5

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to  
American Chartered Bank  
Moran Group (Moran)  
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:**

SH/Ln #6124984011/Deal 60340/CC 153274  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

---

## MODIFICATION OF MORTGAGE

\*8441\*

THIS MODIFICATION OF MORTGAGE dated June 4, 2018, is made and executed between Thomas Andrews and Patricia Andrews, not personally but as Trustees on behalf of Thomas and Patricia Andrews Family Trust, whose address is 331 E. Joliet Hwy, New Lenox, IL 60451 (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 4, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 4, 2013 executed by Thomas J. Andrews and Patricia Andrews ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to American Chartered Bank ("Lender"), recorded on July 17, 2013 as document no. 1319812089, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 17, 2013 as document no. 1319812090.

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

THAT PART OF BLOCK 8 IN E. S. BADGER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF BLUFF AVENUE, ACCORDING TO THE PLAT RECORDED JANUARY 23, 1905, AS DOCUMENT 3646569, DESCRIBED AS FOLLOWS:

# UNOFFICIAL COPY

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 114 A DISTANCE OF 348.00 FEET; THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 TO THE WESTERLY LINE OF SAID BLOCK 8, SAID WESTERLY LINE OF BLOCK 8 BEING THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY NOW KNOWN AS THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 8 AND ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE SOUTH LINE OF SAID SOUTH EAST 114; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 TO THE POINT OF BEGINNING (EXCEPT THE EAST 33 FEET AND EXCEPT THE SOUTH 33 FEET TAKEN FOR HIGHWAY) AND (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4 BEING ALSO THE SOUTHEAST CORNER OF SAID BLOCK 8; THENCE NORTH 0 DEGREES 01 MINUTES 22 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 (BEING ALSO THE EAST LINE OF SAID BLOCK 8) A DISTANCE OF 33.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG SAID PARALLEL LINE 15.00 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 56 SECONDS EAST 21.18 FEET TO A POINT IN A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, SAID POINT BEING 15.00 FEET NORTH OF THE AFORESAID DESIGNATED POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 01 MINUTES 22 SECONDS EAST ALONG SAID PARALLEL LINE, 15.00 FEET TO THE HEREINAFORE DESIGNATED POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 620 East Avenue and 707 East 47th Street, LaGrange, IL 60525. The Real Property tax identification number is 13-04-418-024-0000 and 18-04-418-025-0000.

**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 June 4, 2018 in the original principal amount of \$600,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The word ("Grantor") in original Mortgage and Assignment of Rents is amended from Thomas J. Andrews and Patricia Andrews to Thomas and Patricia Andrews Family Trust.

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.

# UNOFFICIAL COPY

**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.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 4, 2018.

GRANTOR:

X Thomas Andrews  
Thomas Andrews, Trustee of Thomas and Patricia Family Trust

X Patricia Andrews  
Patricia Andrews, Trustee of Thomas and Patricia Family Trust

LENDER:

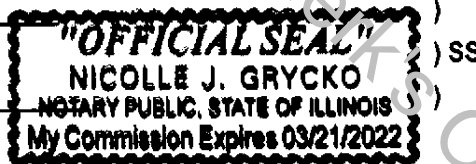
MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO AMERICAN CHARTERED BANK

X [Signature]  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared Thomas Andrews and Patricia Andrews, 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.

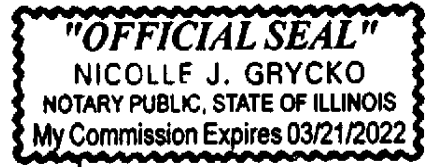
Given under my hand and official seal this 26th day of June, 2018.

By Nicole Grycko Residing 9501 W 171st St, Tinley Park, IL at

Notary Public in and for the State of IL

My commission expires 3/21/22

# UNOFFICIAL COPY



## LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

) SS  
)

On this 21<sup>st</sup> day of June, 2018 before me, the undersigned Notary Public, personally appeared Tom McAlpin and known to me to be the 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 Nicole Grycko Residing 9501 W 171st St, Tinley Park, IL at

Notary Public in and for the State of IL

My commission expires 3-21-22