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RECORDATION REQUESTED BY:
MB Financial Bank, N.A.
Commercial Underwriting and
Admin
6111 N. River Road
Rosemont, IL 60018

Doc#. 1822233099 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2018 10:23 AM Pg: 1 of 4

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 #299713/DL #62442/169/RM000
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



8441

THIS MODIFICATION OF MORTGAGE dated July 15, 2018, is made and executed between TED A. SMITH, whose address is 2720 W. WELLINGTON, CHICAGO, IL 60618 (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 July 16, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of July 16, 2013 executed by Ted A. Smith ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 29, 2013 as document no. 1321015075, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on July 29, 2013 as document no. 1321015073.

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

LOT 522 IN SAM BROWN JR.'S FULLERTON AVENUE SUBDIVISION, A SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4309 West Fullerton Avenue, Chicago, IL 60639. The Real Property tax identification number is 13-34-201-005.

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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 July 15, 2018 in the original principal amount of \$154,774.66 executed by Ted A. Smith and Raquel Smith-Ortiz and payable to the order of Lender, as amended, restated, supplemented, modified or replaced from time to time.

In addition to the Note, this Modification of Mortgage secures all obligations, debts and liabilities, plus interest thereon, of any one or more of Grantor, Ted A. Smith and Raquel Smith-Ortiz and Bowen Flats Ltd. (each an "Obligor") to Lender, as well as all claims by Lender against any Obligor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether such Obligor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Such secured obligations, include, without limitation, (a) that certain Promissory Note dated July 15, 2018 in the original principal amount of \$87,481.37 executed by Ted A. Smith and Raquel Smith-Ortiz and payable to the order of Lender, and (c) that certain Promissory Note dated July 15, 2018 in the original principal amount of \$102,957.11 executed by Bowen Flats Ltd. and payable to the order of Lender, each as amended, restated, 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.

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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 JULY 15, 2018.

GRANTOR:

X *Ted A. Smith*
TED A. SMITH

LENDER:

MB FINANCIAL BANK, N.A.

X *Raquel Smith Ortiz*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

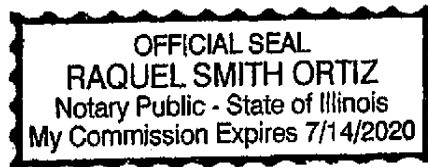
On this day before me, the undersigned Notary Public, personally appeared **TED A. SMITH**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of August, 2018.

By RAQUEL SMITH ORTIZ Residing at Chicago, ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 07-14-2020



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LENDER ACKNOWLEDGMENT

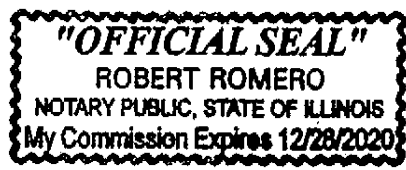
STATE OF IL)
) SS
 COUNTY OF COO/2)

On this 8th day of August, 2018 before me, the undersigned Notary Public, personally appeared Robert Manfredini and known to me to be the AVP, 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 [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 12-28-20



Notary Public's Office