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Doc#: 1830557062 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/01/2018 10:08 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

**MB Financial Bank, N.A.,
successor in interest to
American Chartered Bank
Commercial-Michalesko
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 #6052924011/214 ETW
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018**

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated October 1, 2018, is made and executed between Andrea Herrera, whose address is 2320 W. Dickens Avenue, Chicago, IL 60647-4155 (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 1, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 1, 2008 executed by Andrea Herrera ("Grantor") for the benefit of MB Financial Bank, N.A. successor in interest to American Chartered Bank ("Lender"), recorded on October 16, 2008 as document no. 0829057105, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 16, 2008 as document no. 0829057106.

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

PARCEL 1: UNIT "C", TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN THE 2425 OFFICE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0529745091, AND AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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MODIFICATION OF MORTGAGE (Continued)

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PARCEL 2: THE RIGHT TO USE OF PARKING SPACES P-11, P-12 AND P-13, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0529745091, AND AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2419 W. 14th Street, Chicago, IL 60608. The Real Property tax identification number is 16-24-220-033-1003.

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 October 1, 2018 in the original principal amount of \$262,511.81 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.

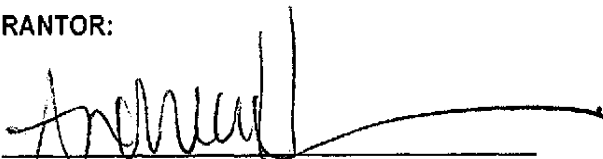
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 OCTOBER 1, 2018.

GRANTOR:

x 

Andrea Herrera

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

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

X *Eric Wilk*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared Andrea Herrera, 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 25th day of October, 2018.

By *Mirsada Durakovic* Residing at Chicago Illinois

Notary Public in and for the State of Illinois

My commission expires 8-8-2020

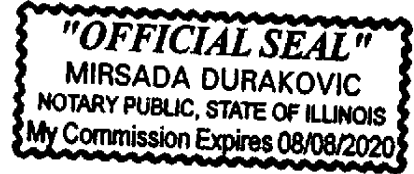
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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

On this 27th day of October, 2018 before me, the undersigned Notary Public, personally appeared ERIC WALKINS and known to me to be the CBO, 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 Mirsada Durakovic Residing at Chicago IL

Notary Public in and for the State of Illinois

My commission expires 8-8-2020

PROPOSED COOK COUNTY CLERK'S OFFICE