

# UNOFFICIAL COPY

Doc#. 1903534064 Fee: \$54.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 02/04/2019 09:45 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Investment Real Estate  
(Laughlin)  
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**

A15-2601

**This Modification of Mortgage prepared by:**

Grizarry/Deal #66032/CC# 218/DCB  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*8441\*

**THIS MODIFICATION OF MORTGAGE** dated January 14, 2019, is made and executed between Michael Fortuna, whose address is 1339 N. Oakley Blvd., Unit 1, Chicago, IL 60622-3049 (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 April 25, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of April 25, 2016 executed by Michael Fortuna ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on April 26, 2016 as document no. 1611934004, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 28, 2016 as document no. 1611934005.

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

LOT 19 IN BLOCK 5 JOHNSTON AND COX'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, 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 3134 W North Ave, Chicago, IL 60647. The Real Property tax identification number is 13-36-324-036-0000.

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## MODIFICATION OF MORTGAGE (Continued)

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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 individually and collectively, (i) that certain Promissory Note dated January 14, 2019 in the original principal amount of \$625,000.00 executed by Borrower payable to the order of Lender, (ii) that certain Promissory Note dated October 10, 2018 in the original principal amount of \$330,000.00 executed by Borrower payable to the order of Lender, and (iii) that certain Promissory Note dated September 22, 2016 in the original principal amount of \$922,094.00 executed by Borrower payable to the order of Lender, each as amended, restated, supplemented, modified or replaced from time to time.

**Maximum Indebtedness.** This 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.

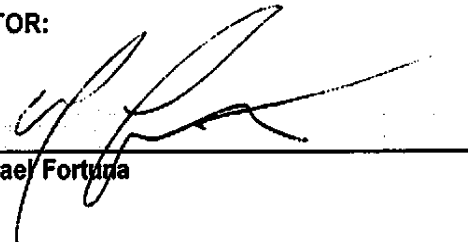
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's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

**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 14, 2019.**

**GRANTOR:**

X   
Michael Fortuna

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## MODIFICATION OF MORTGAGE (Continued)

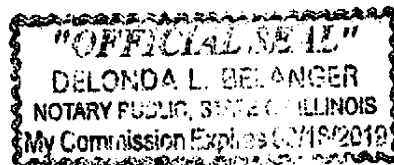
LENDER:

MB FINANCIAL BANK, N.A.

x Delonda L. Belanger  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )



On this day before me, the undersigned Notary Public, personally appeared Michael Fortuna, 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 14th day of January, 20 19.

By Delonda L. Belanger Residing at 3123 W. Ontario, Chicago

Notary Public in and for the State of Illinois

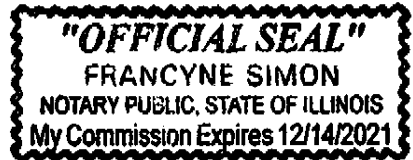
My commission expires 3/16/19

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )



On this 14<sup>th</sup> day of January, 2019 before me, the undersigned Notary Public, personally appeared Delanda Belange and known to me to be the V.P., 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 Francyne Simon Residing at 6111 N River Rd.  
 Notary Public in and for the State of Illinois  
 My commission expires 12/14/2021

Cook County Clerk's Office