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2002-05-28 16:27:18

Cook County Recorder

0020598587

**RECORDATION REQUESTED BY:** 

The PrivateBank and Trust Company Ten North Dearborn Street. Suite 900 Chicago, IL 60602-4202

WHEN RECORDED MAIL TO:

The PrivateBank and Trust

Company

Ten North Dearborn Street,

Suite 900

Chicago, IL 60602-4202

ATTN: Scott DEBOEK

SEND TAX NOTICES TJ:

J. Barry McRaith

6615 Nokomis

Lincolnwood, IL 60712

FOR RECORDER'S USE ONLY

LESLIE RUSSELI.

This Modification of Mortgage prepared ty:

The PrivateBank and Trust Company ICO North Dearborn Street Suite 900

Chicago 1L 50602-4202Real Estate Index 18 31019

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 12, 2002, is made and executed between J. Barry McRaith, whose address is 6615 Nokomis, Lincolnwood, IL 60712, unmarried (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 13, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County on 01/22/01 as Document number 0010052259.

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

SOUTH 20 FEET OF LOT 10 AND ALL OF LOT 9 IN BLOCK 7 IN LINCOLNWOOD TOWERS THIRD ADDITION BEING A SUBDIVISION OF PART OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6615 Nokomis, Lincolnwood, IL 60646. The Real Property tax identification number is 10-33-437-018

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

On 02/12/02, A Principal Line Decrease from \$125,000.00 to \$104,000.00. All other Terms remain the same.

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

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### MODIFICATION OF MORTGAGE (Continued)

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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.

GRANTOR ACKNOVLIEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 12, 2002.

H County Clert's Office

**GRANTOR:** 

J. Barry McRaith Individually

LENDER:

**Authorized Signer** 

# UNDEFICATION OF MORTGAGE (Continued)

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| INDIVIDUAL ACKNOWLEDGMENT   |   |
|---|---|
| COUNTY OF   | ) SS Notary Public, State of Illinois My Commission Expires 07/29/05  |
| On this day before me the undersigned Notary Public, perknown to be the individual described in and who executed to she signed the Mod fication as his or her free and volumentioned.  Given under my hand and official seal this | the Modification of Mortgage, and acknowledged that he intary act and deed, for the uses and purposes therein   |
| LENDER ACKNO  | WLEDGMENT   |
| STATE OF COUNTY OF  | "OFFICIAL SEAL"  LESLIE RUSSELL —  Notary Public, State of Illinois  My Commission Expires 07/29/05   |
| On this   | nat executed the within and foregoing instrument and act and deed of the said Lender, duly authorized by the ses and purposes therein mentioned, and on oath stated |
| My commission expires $\frac{1/28/03}{}$  | <u> </u>  |

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## MODIFICATION OF MORTGAGE (Continued)

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Property or Cook County Clerk's Office

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