

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0510933018
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 04/19/2005 07:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

MPCC Properties, LLC
3017 Hartzell
Evanston, IL 60201

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: *The Private Bank and Trust*

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2005, is made and executed between MPCC Properties, LLC, an Illinois Limited Liability Company (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 January 17, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 30, 2001 in Cook County as document number 001007329, and modified from time to time.

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

LOT 40 (EXCEPT THE SOUTH 5.00 FEET THEREOF) AND THE SOUTH 18.00 FEET OF THE LOT 41 IN BLOCK 1 IN ROOD'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3739 N. Greenview, Chicago, IL 60613. The Real Property tax identification number is 14-20-113-008-0000

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

Extending maturity date to 01-01-06.

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

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MODIFICATION OF MORTGAGE (Continued)

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.

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 1, 2005.


GRANTOR:

MPCC PROPERTIES, LLC

By: 
Craig M. Chesney, Manager of MPCC Properties, LLC

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

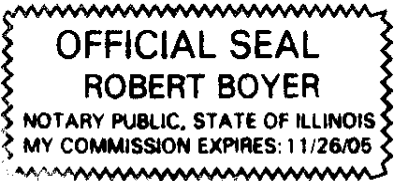
STATE OF IL)
) SS
 COUNTY OF Cook)

On this First day of January, 2005 before me, the undersigned Notary Public, personally appeared **Craig M. Chesney, Manager of MPCC Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *[Signature]* Residing at _____

Notary Public in and for the State of IL

My commission expires 11-26-05



DeKalb County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

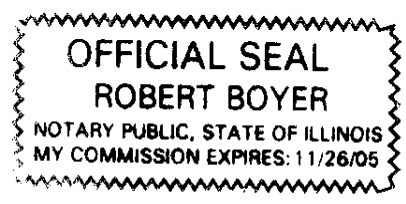
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 15th day of January, 2005 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By *Robert Boyer* Residing at _____

Notary Public in and for the State of IL

My commission expires 11-26-05



Cook County Clerk's Office