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Doc#: 0602555151 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/25/2006 02:28 PM Pg: 1 of 4

**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  
1000 Green Bay Road  
Winnetka, IL 60093

**SEND TAX NOTICES TO:**

216 Wood Court, LLC  
1064 Linden Avenue  
Wilmette, IL 60091

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

The PrivateBank and Trust Company  
Ten North Dearborn Street  
Chicago, IL 60602

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 26, 2005 is made and executed between 216 Wood Court, LLC, whose address is 1064 Linden Avenue, Wilmette, IL 60091 (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 20, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage dated December 20, 2004 and recorded January 7, 2005 as Document Number 0500711131 and Construction Mortgage dated December 29, 2004 and recorded January 27, 2005 as Document Number 0502749277, in Cook County, Illinois.

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

LOT 13 IN BLOCK 3 IN MCCANNEY'S ADDITION TO WILMETTE BEING A SUBDIVISION OF THAT PART OF LOTS 10 TO 13 OF A SUBDIVISION OF BAXTER'S SHARE OF THE SOUTH SECTION OF QUILMETTE RESERVATION LYING ON THE NORTHEASTERLY SIDE OF HIGHWAY KNOWN AS GROSS POINT AVENUE ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 216 Wood Court, Wilmette, IL 60091. The Real Property tax identification number is 05-34-302-013.

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

**TO DELETE THE DEFINITION OF "NOTE" IN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED AUGUST 26, 2005, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$770,000.00 FROM GRANTOR TO LENDER, TOGETHER WITH**

all

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## MODIFICATION OF MORTGAGE

Loan No: 7915128-9001

(Continued)

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**ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS OF THE PROMISSORY NOTE OR AGREEMENT".**

TO DELETE THE DEFINITION OF MAXIMUM LIEN IN ITS ENTIRETY AND PLACE IN LIEU THEREOF THE FOLLOWING: "MAXIMUM LIEN. AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$1,540,000.00."

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 26, 2005.**

**GRANTOR:**

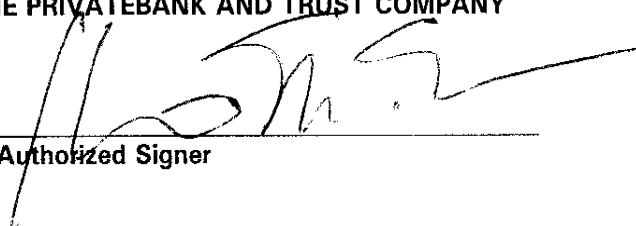
216 WOOD COURT, LLC

By:   
Bernard Schmidt, Manager of 216 Wood Court, LLC

By:   
Thomas Borst, Manager of 216 Wood Court, LLC

**LENDER:**

**THE PRIVATEBANK AND TRUST COMPANY**

X   
Authorized Signer

Franklin County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 7915128-9001

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

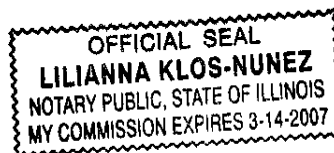
STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 31st day of August, 2005 before me, the undersigned Notary Public, personally appeared **Bernard Schmidt, Manager; Thomas Borst, Manager of 216 Wood Court, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Liliana Kros-Nunez Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-14-07



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 7915128-9001

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### LENDER ACKNOWLEDGMENT

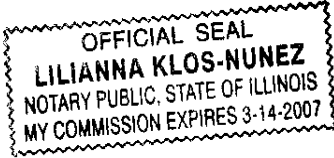
STATE OF Illinois )  
 ) SS  
 COUNTY OF Wake )

On this 31<sup>st</sup> day of August, 2005 before me, the undersigned Notary Public, personally appeared KEVIN M MURPHY and known to me to be the MD 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 Liliana Klos Nunez Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 3-14-07



OFFICE of Cook County Clerk's Office