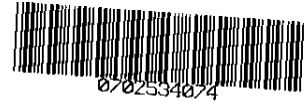


UNOFFICIAL COPY

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
70 West Madison
Suite 200
Chicago, IL 60602-4202



Doc#: 0702534074 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/25/2007 01:33 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company
70 West Madison
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

Daniel M. Spillane
Kimberly E. Spillane
930 N. Marion
Oak Park, IL 60302

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 December 26, 2006, is made and executed between Daniel M. Spillane and Kimberly E. Spillane (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 70 West Madison, Suite 200, Chicago, IL 60602-4202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 3, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as document number 0609348132 on April 3, 2006 by the Cook County Recorder of Deeds.

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

Lot 8 in Block 6 in subdivision of the North 600 feet of Block 6 and Block 13 (except Lot 1 in County Clerk's division of said Block 13) in Quick's subdivision of part of the Northeast 1/4 lying North of Lake Street of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 530 William Street, River Forest, IL 60305-1922. The Real Property tax identification number is 15-12-214-023-0000.

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

The Principal Amount of the Mortgage is increased to \$612,000.00 and the Maturity Date is extended until December 31, 2007.

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

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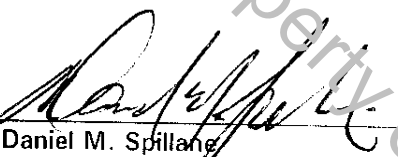
MODIFICATION OF MORTGAGE

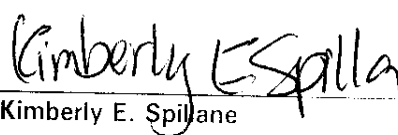
(Continued)

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 26, 2006.

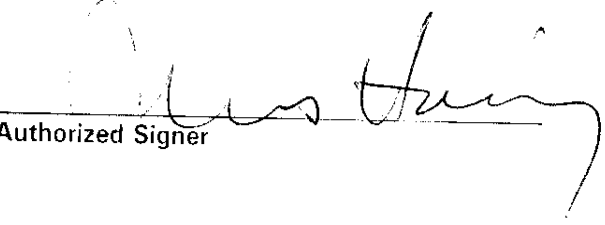
GRANTOR:

x 
Daniel M. Spillane

x 
Kimberly E. Spillane

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x 
Authorized Signer

Property of Cook County Clerk's Office

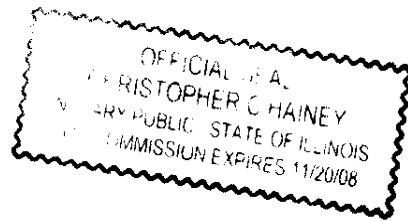
UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

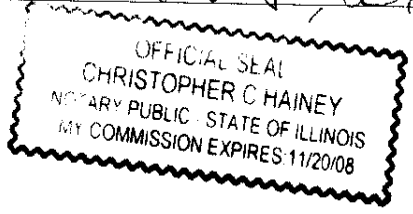


On this day before me, the undersigned Notary Public, personally appeared **Daniel M. Spillane and Kimberly E. Spillane**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of December, 2006.

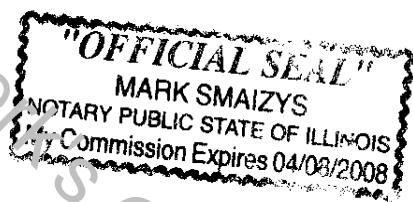
By [Signature] Residing at Blumhust, IL

Notary Public in and for the State of Illinois
 My commission expires 11-20-08



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)



On this 26th day of December, 2006 before me, the undersigned Notary Public, personally appeared Christopher Hainey and known to me to be the Managing Director, 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 [Signature] Residing at Kendall Co.

Notary Public in and for the State of IL
 My commission expires 4-8-08