

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

Charge CTIC 8339159

WHEN RECORDED MAIL TO:

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



Doc#: 0717133136 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2007 11:14 AM Pg: 1 of 5

SEND TAX NOTICES TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

W. Moore

THIS MODIFICATION OF MORTGAGE dated May 10, 2007, is made and executed between Parkland III, LLC, whose address is 3217 W. Potomac Ave., Chicago, IL 60651 (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 May 10, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Original Mortgage dated May 10th, 2006 and recorded May 19th, 2006 as Document #0613933011 at the Cook County Recorder of Deeds.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1038-40 N. Spaulding, Chicago, IL 60651. The Real Property tax identification number is 16-02-409-056 & 057.

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

The subject Modification will extend the maturity date to May 10th, 2008.

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

BOX 333-CT

596
C.F.

UNOFFICIAL COPY

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 MAY 10, 2007.

GRANTOR:

PARKLAND III, LLC

By: 

James D. Brettner, Manager of Parkland III, LLC

By: 

Glenn M. Brettner, Manager of Parkland III, LLC

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 

Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF DuPage

)
) SS
)



On this 10th day of May, 2007 before me, the undersigned Notary Public, personally appeared **James D. Brettner, Manager; Glenn M. Brettner, Manager of Parkland III, 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 [Signature] Residing at Kendall

Notary Public in and for the State of IL

My commission expires 4-8-08

Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL _____)

) SS

COUNTY OF DuPage _____)

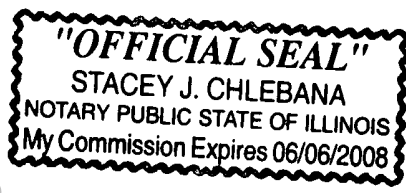
On this 10th day of May, 2007 before me, the undersigned Notary Public, personally appeared Mark Smircich and known to me to be the Private Banking Officer, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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 Chicago, IL _____

Notary Public in and for the State of Illinois _____

My commission expires 6/6/2008 _____



Cook County Clerk's Office

~~Exhibit A~~
UNOFFICIAL COPY

LOTS 19 AND 20 IN CHRISTINA BROUSE'S RESUBDIVISION OF LOTS 29 TO 47, BOTH INCLUSIVE, AND LOTS 84 TO 93, BOTH INCLUSIVE, IN E. WALTER HERRICKS SUBDIVISION OF LOT 6 OF SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office