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RECORDATION REQUESTED BY:

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

Doc#: 0814931064 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/28/2008 12:30 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Carl Cheeks
782 Meadow Dr.
Des Plaines, IL 60016-1148

FOR RECORDER'S USE ONLY

*LN# 838888-9002
Cheeks, Carl*

This Modification of Mortgage prepared by:
The PrivateBank and Trust Company
70 West Madison, Suite 200
Chicago, IL 60602-4202

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2007, is made and executed between Carl Cheeks; an individual (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 January 1, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 15, 2007 in the Office of The Recorder of Deeds of Cook County, Illinois as Document Number 0704657080.

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

LOT 4 IN WILSON'S SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 4 IN HINMAN'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, 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 1626 Darrow Ave., Evanston, IL 60201. The Real Property tax identification number is 10-13-400-013.

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

The principal amount of the Note is hereby increased to \$360,000.00.

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

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MODIFICATION OF MORTGAGE (Continued)

Page 2

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 AUGUST 1, 2007.

GRANTOR:

X 
Carl Cheeks

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 
Allison Mandell
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **Carl Cheeks, an individual**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20TH day of AUGUST, 2007.

By Nancy Pagan Residing at 9049 HEATHWOOD CIR, NILES, IL

Notary Public in and for the State of ILLINOIS

My commission expires 2-27-07

LENDER ACKNOWLEDGMENT

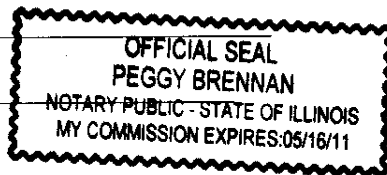
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of August, 2007 before me, the undersigned Notary Public, personally appeared Allison Mandell 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 _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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