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

WHEN RECORDED MAIL TO:
The PrivateBank and Trust
Company
70 West Madison
Chicago, IL 60602-4202



Doc#: 0930731108 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/03/2009 02:39 PM Pg: 1 of 4

SEND TAX NOTICES TO:
Southport Properties, LLC, a
Delaware Limited Liability
Company
Adrian Winick
1438 W. Belmont
Chicago, IL 60657

FOR RECORDER'S USE ONLY

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 2, 2009 is made and executed between Southport Properties, LLC, a Delaware Limited Liability Company and Adrian Winick (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 September 2, 2009 (the "Mortgage").

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

LOT 37 IN BLOCK 2 IN GEORGE CLEVELAND'S SUBDIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 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 1039 W. Newport, Chicago, IL 60657. The Real Property tax identification number is 14-20-412-010.

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

The definition of the word "Note", on page 12 of the original Mortgage, dated March 2, 2008 in the original Principal amount of \$1,250,000.00 is hereby modified and decreased to \$1,190,000.00. The maximum lien on page 1 of the original Mortgage is decreased from \$2,500,000.00 to \$2,380,000.00 so that 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 \$2,380,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Near North National Bank

222 N. LaSalle
Chicago, IL 60601

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7227841-9012

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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 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 SEPTEMBER 2, 2009.

GRANTOR:

SOUTHPORT PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ICM PROPERTIES, INC., AN ILLINOIS CORPORATION, Manager of Southport Properties, LLC, a Delaware Limited Liability Company

By: Adrian Winick
 Adrian Winick, President of ICM Properties, Inc., an Illinois Corporation

x Adrian Winick
 Adrian Winick, Individually

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x ACM
 Authorized Signer

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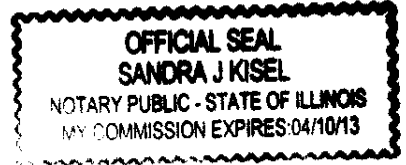
MODIFICATION OF MORTGAGE

Loan No: 7227841-9012

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Lake) SS
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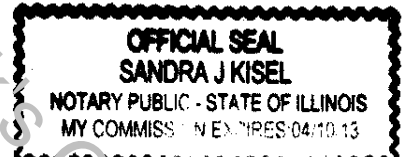


On this 1st day of September, 2009 before me, the undersigned Notary Public, personally appeared **Adrian Winick, President of ICM Properties, Inc., an Illinois Corporation, Manager of Southport Properties, LLC, a Delaware Limited Liability Company**, and known to me to be a member or designated agent 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 The Private Bank And Trust Co. 920 So. Waukegan Rd. Sk. Forest, IL 60045
 Notary Public in and for the State of IL
 My commission expires 04.10.13

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Lake) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Adrian Winick**, 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 1st day of September, 2009.
 By [Signature] Residing at The Private Bank And Trust Co. 920 So. Waukegan Rd. Sk. Forest, IL 60045
 Notary Public in and for the State of IL
 My commission expires 04.10.13

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MODIFICATION OF MORTGAGE

Loan No: 7227841-9012

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Ill)
)
 COUNTY OF Lake) SS
)



On this 9th day of September, 2009 before me, the undersigned Notary Public, personally appeared Dan M. Deane M.D. and known to me to be the Managing Director, authorized agent for **The PrivateBank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **The PrivateBank and Trust Company**, duly authorized by **The PrivateBank and Trust Company** 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 in fact executed this said instrument on behalf of **The PrivateBank and Trust Company**.

By [Signature]

Residing at The PrivateBank and Trust Co.
9200 W. Waukegan Rd.
Sk. Forest, IL 60045

Notary Public in and for the State of Ill

My commission expires 04.10.13

Notary Public of Cook County Clerk's Office