

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Illinois - Worth Office
6825 West 111th Street
Worth, IL 60482

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company - Loan Operations
Closer: Pat Lott
70 W. Madison, 8th Floor
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

Michael E. Herzog
2154 West Division, Unit 401
Chicago, IL 60622

FOR RECORDER'S USE ONLY

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

65849213

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 28, 2012, is made and executed between Michael E. Herzog, whose address is 2151 West Division, Unit 401, Chicago, IL 60622 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 6825 West 111th Street, Worth, IL 60482 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 4, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 10, 2009, at the Cook County Recorder's Office as Document Number 0922247012.

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

UNIT NUMBER 401, PU-1 AND PU-2 IN THE 2154 WEST DIVISION CONDOMINIUM, AS DEFINED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 17 AND 18 IN A.N. WATERMAN'S SUBDIVISION OF THE WEST 5 ACRES OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0720816042; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2151 West Division, Unit 401, Chicago, IL 60622. The Real Property tax identification number is 17-06-128-063-1006, 17-06-128-063-1008 and 17-06-128-063-1009.

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

THE MATURITY DATE OF THE MORTGAGE SHALL BE AMENDED AND RESTATED AS FOLLOWS: THE MORTGAGE SHALL BE CONTINUING, AND REMAIN IN EFFECT FOR AS LONG AS ANY INDEBTEDNESS,

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MODIFICATION OF MORTGAGE (Continued)

AS DEFINED THEREIN, AND OWING LENDER, REMAINS OUTSTANDING AND PAYABLE, AND ALL OBLIGATIONS IMPOSED UNDER SAID MORTGAGE HAVE BEEN SATISFACTORILY PERFORMED BY GRANTOR.

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 MARCH 28, 2012.

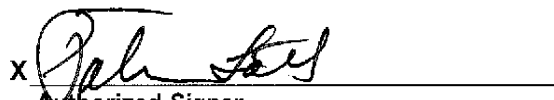
GRANTOR:

X 

Michael E. Herzog

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 

Authorized Signer

PrivateBank and Trust Company Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Michael E. Herzog**, 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 28th day of March, 2012.

By Gail O'Hanley Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF WILL)

On this 28th day of MARCH, 2012 before me, the undersigned Notary Public, personally appeared Pat Laatz and known to me to be the Loan Close, 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 Karen M. Haneck Residing at Tinley Park

Notary Public in and for the State of IL

My commission expires 5/25/16

