

**RECORDATION REQUESTED BY:**

The PrivateBank and Trust  
Company  
Illinois - Main Office  
70 West Madison  
Chicago, IL 60602

**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:**

Chicago Title Land Trust  
Company, Successor Trustee to  
Founders Bank, as Trustee  
under the provisions of Trust  
Agreement dated February 28,  
2006 and known as Trust  
Number 6634  
171 North Clark Street  
Chicago, IL 60601

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

66511818

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 14, 2012, is made and executed between Chicago Title Land Trust Company, Successor Trustee to Founders Bank, Successor Trustee to Founders Bank, as Trustee under the provisions of Trust Agreement dated February 28, 2006 and known as Trust Number 6634, whose address is 171 North Clark Street, Chicago, IL 60601 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 70 West Madison, Chicago, IL 60602 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 19, 2005 at the Cook County Recorder's Office as Document Number 0501926114.

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

LOT 1 IN BLOCK 2 IN WARREN J. PETERS SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10700 Oak Avenue, Chicago Ridge, IL 60415-2125. The Real Property tax identification number is 24-17-312-011 Vol. No 245.

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

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(Continued)**

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

THE AMOUNT OF THE FUTURE ADVANCE OBLIGATION IS DECREASED TO TWENTY-EIGHT THOUSAND FIVE HUNDRED NINE DOLLARS AND NINETY-FIVE CENTS (\$28,509.95)

MODIFY THE GRANTOR FROM JEFFREY A RACEINA AND DONNA M. RACEINA, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY TO CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO FOUNDERS BANK, AS TRUSTEE UNDER THE PROVISIONS OF TRUST AGREEMENT DATED FEBRUARY 28TH, 2005 AND KNOWN AS TRUST NUMBER 6634.

**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 JANUARY 14, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO  
FOUNDERS BANK, AS TRUSTEE UNDER THE PROVISIONS OF TRUST  
AGREEMENT DATED FEBRUARY 28, 2006 AND KNOWN AS TRUST  
NUMBER 6634

SEE ATTACHED RIDER FOR  
EXECUTION BY TRUSTEE

By:

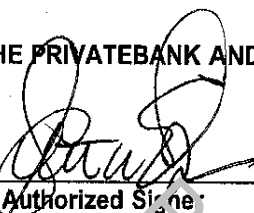
Authorized Signer for Chicago Title Land Trust Company,  
Successor Trustee to Founders Bank, as Trustee under the  
provisions of Trust Agreement dated February 28, 2006 and  
known as Trust Number 6634

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x  \_\_\_\_\_  
 Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of Chicago Title Land Trust Company, Successor Trustee to Founders Bank, as Trustee under the provisions of Trust Agreement dated February 28, 2006 and known as Trust Number 6634, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office

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(Continued)****Page 3**

**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO FOUNDERS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 2005, KNOWN AS TRUST NUMBER 6634, ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE WITH THE PRIVATEBANK AND TRUST COMPANY DATED JANUARY 14, 2012.**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: April 2, 2012

**CHICAGO TITLE LAND TRUST COMPANY**  
as Trustee as aforesaid and not personally

By:

*Sandra Lee Fultz*  
Trust Officer



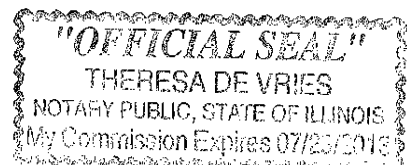
State of Illinois  
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Trust Officer caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this April 2, 2012

*[Signature]*  
Notary Public



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## MODIFICATION OF MORTGAGE (Continued)

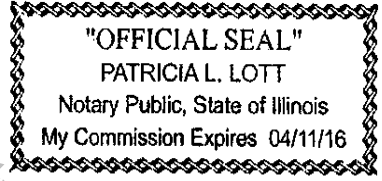
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 2nd day of April, 2012 before me, the undersigned Notary Public, personally appeared Scott Ely and known to me to be the AMP, 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 Patricia Lott Residing at Olympic Fields  
 Notary Public in and for the State of Illinois

My commission expires 04/11/16



Cook County Clerk's Office