

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Illinois - Orland Park Office
14497 John Humphrey Drive
Orland Park, IL 60462

WHEN RECORDED MAIL TO:

The PrivateBank and Trust Co.
Attn: Kristen James
502 W. Mondamin St.
P.O. Box 429
Minooka, IL 60447

SEND TAX NOTICES TO:

Dependable Lawn Care, Inc.
2320 West 138th Street
Blue Island, IL 60406-3240

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

67340559

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 18, 2012, is made and executed between Dependable Lawn Care, Inc., whose address is 2320 West 138th Street, Blue Island, IL 60406-3240 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 14497 John Humphrey Drive, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 1, 2007 at the Cook County Recorder's Office as Document Number 0727441030

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 2320 West 138th Street, Blue Island, IL 60406-3240. The Real Property tax identification number is Cook.

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

THE AMOUNT OF THE FUTURE ADVANCE OBLIGATION IS INCREASED TO ONE MILLION SEVEN HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED THIRY ONE DOLLARS AND SIXTY EIGHT CENTS(\$1,771,831.68)

See attached Addendum to Modification to Mortgage.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

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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 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 MARCH 18, 2012.

GRANTOR:

DEPENDABLE LAWN CARE, INC.

By: 

Robert Walker, President of Dependable Lawn Care, Inc.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

) SS

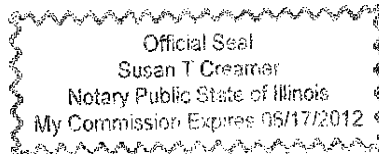
COUNTY OF Grundy)

On this 14th day of March, 2012 before me, the undersigned Notary Public, personally appeared **Robert Walker, President of Dependable Lawn Care, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By *[Signature]* Residing at *[Address]*

Notary Public in and for the State of IL

My commission expires 6-17-12



CLERK'S OFFICE OF COOK COUNTY

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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

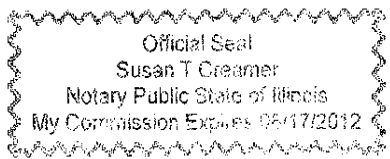
STATE OF Illinois)
) SS
 COUNTY OF Grundy)

On this 14th day of March, 2012 before me, the undersigned Notary Public, personally appeared David Kucera and known to me to be the Assistant 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 Susan T. Creamer Residing at IL

Notary Public in and for the State of IL

My commission expires 6-17-12



Notary Public of Cook County Clerk's Office

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Exhibit "A"

Parcel 1: Part of the Subdivision of Lots 27, 28, and 28A and that part of the Calumet Slough, which lies North of said Lots and South of the center of said slough in England's Subdivision of the Northwest 1/4 of Section 6, Township 36 North, Range 14, East of the Third Principal Meridian, and that part of the Northeast 1/4 of Section 1, Township 36 North, Range 13, East of the Third Principal Meridian, lying East of the Wabash Road and South of the Calumet Slough described by metes and bounds as follows: Commencing at a point in the South line of said Subdivision which is 212.99 feet West of the Southeast corner of said Subdivision and running thence North 00 degrees 03 minutes 30 seconds East on a line parallel with the East line of said Subdivision, 428.78 feet; thence South 80 degrees 18 minutes 31 seconds West, 163.32 feet; running thence South 00 degrees 03 minutes 30 seconds West, parallel with the East line of said Subdivision, 400.85 feet to the South line of said Subdivision; thence East on the South line of said Subdivision, 160.95 feet to the point of beginning (except that part thereof falling in the South 125 feet of the West 75 feet of the East 287.99 feet of Lot 1 in the Subdivision of Lots 27, 28, and 28A and that part of the Calumet Slough, which lies North of said Lots and South of the center of said slough in the Subdivision of the Northwest 1/4 of Section 6, Township 36 North, Range 14, East of the Third Principal Meridian and that part of the Northeast 1/4 of Section 1, Township 36 North, Range 13, East of the Third Principal Meridian, lying East of the Wabash Road and South of the Calumet Slough and except also thereif that part thereof described as follows: Beginning at a point in the South line of said Lot 28, 287.99 feet West of the Southeast corner of Lot 28A in said Subdivision and running thence in a Northerly direction along a line parallel with the East line of said Lot 28A for a distance of 125 feet; thence in a Westerly direction along a line parallel with the South line of said Lot 28 for a distance of 70 feet to a point; thence in a Southerly direction along a line parallel with the said East line of Lot 28A, thence for a distance of 125 feet to a point in the South line of said Lot 28; thence in an Easterly direction along the South line of said Lot 28, for a distance of 70 feet to the point of beginning), all in Cook County, Illinois.

Parcel 2: That part of Lot 1 in the Subdivision of Lots 27, 28, and 28A, and that part of the Calumet Slough, which lies North of said Lots and South of the center of said slough in the Subdivision of the Northwest 1/4 of Section 6, Township 36 North, Range 14, East of the Third Principal Meridian, and that part of the Northeast 1/4 of Section 1, Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, lying East of the Wabash Road and South of Calumet Slough described as follows: Commencing at the Southeast corner of said Lot 1; thence North 00 degrees 03 minutes 30 seconds East on the East line thereof, 465.73 feet; thence South 80 degrees 18 minutes 31 seconds West, 216.13 feet; thence South 00 degrees 03 minutes 30 seconds West on a line parallel to the East line of said Lot 1, 426.78 feet to the South line thereof; thence East on said South line 212.99 feet to the point of beginning, all in Cook County, Illinois.

Parcel 3: The West 12.5 feet of Lot 6 in Owner's Subdivision of Lot 29 in Peter England's Subdivision of the Northwest 1/4 of Section 6, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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ADDENDUM TO MODIFICATION TO MORTGAGE

This ADDENDUM dated as of March 18, 2012 (the "Addendum") is entered into by and between DEPENDABLE LAWN CARE, INC. (the "Grantor") and THE PRIVATEBANK AND TRUST COMPANY (the "Lender"), and is attached to and made a part of the Modification of Mortgage dated March 18, 2012 between the Grantor and the Lender (the "Mortgage Modification"). The following provisions are hereby added to the Mortgage Modification and made a part thereof as if fully set forth therein. Capitalized words and phrases not otherwise defined herein shall have the meanings assigned to such terms in the Mortgage Modification.

1. MODIFICATION. The "Modification" section on page one of the Mortgage Modification is hereby amended in its entirety to provide as follows:

MODIFICATION

Note. The definition of "Note" in the Mortgage is hereby amended in its entirety to provide as follows:

Note. The word "Note" means, collectively, the following:

(a) Promissory Note dated September 19, 2007 signed by Grantor in the principal amount of \$300,000.00, as amended from time to time, including by a Change in Terms Agreement dated March 18, 2012 in the amount of \$300,000.00, together with any and all modifications, extensions or renewals thereof or substitutions or replacements therefor;

(b) Promissory Note dated September 19, 2007 signed by Grantor in the principal amount of \$420,000.00, together with any and all modifications, extensions or renewals thereof or substitutions or replacements therefor;

(c) Promissory Note dated October 14, 2009 signed by Grantor in the principal amount of \$210,791.14, as amended by a Change in Terms Agreement dated March 14, 2012 in the amount of \$95,661.08, together with any and all modifications, extensions or renewals thereof or substitutions or replacements therefor;

(d) Promissory Note dated March 18, 2012 in the amount of \$100,000.00, together with any and all modifications, extensions or renewals thereof or substitutions or replacements therefor;

Maximum Lien. The provision entitled "Maximum Lien" on page 1 of the Mortgage is hereby deleted in its entirety and replaced by the following:

Maximum Lien. 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 \$1,200,000.00.

2. Addendum Controlling. To the extent the provisions of this Addendum differ from or are inconsistent with the terms of the Mortgage Modification, the provisions of this Addendum shall

