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RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Illinois - Oakbrook Office
1110 Jorie Boulevard
Oak Brook , IL 60523



Doc#: 1218012116 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/28/2012 11:51 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

The PrivateBank and Trust
Company - Loan Operations
Closer: Dave Wozny
70 W. Madison 2th Floor
Chicago, IL 60602-4202

SEND TAX NOTICES TO:

Winick Property Development,
LLC
1438 West Belmont Avenue
Chicago, IL 60657

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

The PrivateBank and Trust Company, Lender
The PrivateBank and Trust Company
1110 Jorie Boulevard
Oak Brook , IL 60523

MODIFICATION OF MORTGAGE

8347078 JCTJ
THIS MODIFICATION OF MORTGAGE dated September 25, 2011, is made and executed between Winick Property Development, LLC, whose address is 1438 West Belmont Avenue, Chicago, IL 60657 (referred to below as "Grantor") and The PrivateBank and Trust Company , whose address is 1110 Jorie Boulevard, Oak Brook , IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 5, 2006 at the Cook County Recorder's Office as Document Number 0613634017.

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

LOT 11 IN CRAIG'S RESUBDIVISION OF PART OF TISCHER AND LENKES SUBDIVISION OF LOT 9 EXCEPT THE WEST 145 FEET AND EXCEPT THE EAST 48 FEET OF THE WEST 193 FEET OF THE SOUTH 120 FEET IN BLOCK 45 IN SHEFFIELD ADDITION TO CHICAGO IN SECTION 29, 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 2615 N. Bosworth Avenue, Chicago, IL 60614. The Real Property tax identification number is 14-29-301-036-0000.

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

THE DEFINITION OF THE TERM "NOTE" ON PAGE 12 OF THE MORTGAGE IS DELETED AND THE FOLLOWING IS SUBSTITUTED IN PLACE THEREOF: " THE WORD "NOTE" MEANS ANY AND ALL PROMISSORY NOTES EXECUTED BY WINICK PROPERTIES, LLC AND ADRIAN WINICK, AS BORROWER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF MODIFICATIONS OF, REFINANCINGS OF,

ENCLOSURES
WINICK PROPERTIES

BOX 333-CT

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(Continued)**

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CONSOLIDATIONS OR SUNSTITUTIONS FOR SUCH NOTE OR AGREEMENT, AND ALL REFERENCES TO THE TERM "NOTE" CONTAINED IN THIS MORTGAGE, OR ANY OTHER DOCUMENT EVIDENCING THE LOAN ARE HEREBY AMENDED AND MODIFIED TO REFLECT THIS DEFINITION."

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 25, 2011.

GRANTOR:

WINICK PROPERTY DEVELOPMENT, LLC

ICM PROPERTIES, INC., Manager of Winick Property Development, LLC

By: Adrian Winick
Adrian Winick, President of ICM Properties, Inc.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

CONSOLIDATIONS OR SUNSTITUTIONS FOR SUCH NOTE OR AGREEMENT, AND ALL REFERENCES TO THE TERM "NOTE" CONTAINED IN THIS MORTGAGE, OR ANY OTHER DOCUMENT EVIDENCING THE LOAN ARE HEREBY AMENDED AND MODIFIED TO REFLECT THIS DEFINITION."

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 25, 2011.

GRANTOR:


WINICK PROPERTY DEVELOPMENT, LLC

ICM PROPERTIES, INC., Manager of Winick Property Development, LLC

By: _____
Adrian Winick, President of ICM Properties, Inc.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X  _____
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois _____)

COUNTY OF COOK _____)

)

) SS

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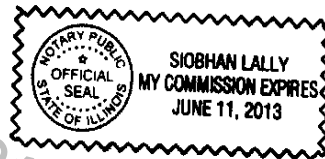
On this 27th day of October, 2011 before me, the undersigned Notary Public, personally appeared **Adrian Winick, President of ICM Properties, Inc., Manager of Winick Property Development, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 _____

Residing at 1228 W. Fletcher Chicago IL 60657

Notary Public in and for the State of Illinois _____

My commission expires 06-11-2013



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Lake) SS
)

On this 2nd day of November, 2011 before me, the undersigned Notary Public, personally appeared Paul Adams and known to me to be the Margery Adams, 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 Ronald Richter Residing at Waukegan
 Notary Public in and for the State of Illinois

My commission expires 6-11-15

