

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 1221626051 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/03/2012 09:27 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

James E. Carroll  
Jane Skelley - Carroll  
214 Old Green Bay Road  
Winnetka, IL 60093

**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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 16, 2012, is made and executed between James E. Carroll and Jane Skelley, also known as Jane S. Carroll, His Wife, as Joint Tenants, whose address is 214 Old Green Bay Road, Winnetka, IL 60093 (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 April 20, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

05/03/2011 as Document #: 1112347039.

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

LOTS 31 THRU 34 BOTH INCLUSIVE, IN BLOCK 142 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 214 Old Green Bay Road, Winnetka, IL 60093. The Real Property tax identification number is 05-08-319-014-0000 & 05-08-319-015-0000, Vol. 098.

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

**THE AMOUNT OF THE FUTURE ADVANCE OBLIGATION IS DECREASED TO ONE HUNDRED SIX THOUSAND ONE HUNDRED FIFTY DOLLARS (\$106,150.00).**

AS OF JULY 16, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS APRIL 20, 2018. IF THE INDEBTEDNESS IS RENEWED, EXTENDED, MODIFIED, REFINANCED OR THE AGREEMENT THAT EVIDENCES THE INDEBTEDNESS IS CONSOLIDATED WITH ANOTHER AGREEMENT OR ANOTHER

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(Continued)**

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AGREEMENT IS SUBSTITUTED FOR SUCH EXISTING DOCUMENT, SUCH MATURITY DATE SHALL ALSO BE SO EXTENDED; PROVIDED THAT, UNDER NO CIRCUMSTANCES WILL THIS MORTGAGE SECURE INDEBTEDNESS ADVANCED AFTER THE DATE 25 YEARS FROM THE MATURITY DATE LISTED ABOVE UNLESS THIS MORTGAGE IS MODIFIED TO REFLECT A NEW MATURITY DATE.

**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 JULY 16, 2012.**

**GRANTOR:**

X James E. Carroll  
James E. Carroll

X Jane Shelley Carroll  
Jane Shelley - Carroll

**LENDER:****THE PRIVATEBANK AND TRUST COMPANY**

X Bridgette M. Werner  
Authorized Signer

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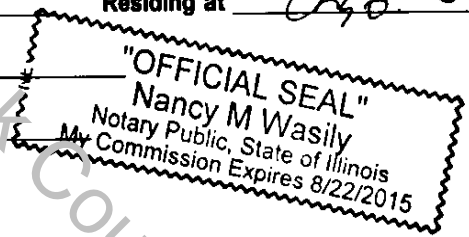
## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this day before me the undersigned Notary Public, personally appeared James E. Carroll and Jane Skelley - Carroll, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of July, 2012.  
 By Nancy M Wasily Residing at Chicago IL  
 Notary Public in and for the State of IL  
 My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 10<sup>th</sup> day of July, 2012 before me, the undersigned Notary Public, personally appeared Bridgette M. Werner and known to me to be the Loan closer, 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 L Lott Residing at Olympian Fields IL  
 Notary Public in and for the State of Illinois  
 My commission expires 4/11/16

