

UNOFFICIAL COPY



1225154025

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

Doc#: 1225154025 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/07/2012 10:48 AM Pg: 1 of 5

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:
Michael S. Elvin
Kathleen M. Elvin
3833 Woodland Avenue
Western Springs, IL 60558

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

FOR RECORDER'S USE ONLY

1207-48965
2/13

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 August 27, 2012, is made and executed between Michael S. Elvin and Kathleen M. Elvin, Husband and Wife as Tenants by the Entirety, whose address is 3833 Woodland Avenue, Western Springs, IL 60558 (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 September 22, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 21, 2010, as Document Number 1029454021.

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

LOT 36 IN BLOCK 20 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE IN THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH PART OF SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WESTERN SPRINGS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3833 Woodland Avenue, Western Springs, IL 60558. The Real Property tax identification number is 15-31-406-006-0000.

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

AS OF AUGUST 27, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS AUGUST 27, 2019. IF THE INDEBTEDNESS IS RENEWED, EXTENDED, MODIFIED, REFINANCED OR THE AGREEMENT THAT EVIDENCES THE INDEBTEDNESS IS CONSOLIDATED WITH ANOTHER AGREEMENT OR ANOTHER AGREEMENT IS SUBSTITUTED FOR SUCH EXISTING DOCUMENT, SUCH MATURITY DATE SHALL ALSO BE SO EXTENDED; PROVIDED THAT, UNDER NO CIRCUMSTANCES WILL THIS MORTGAGE SECURE

5



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

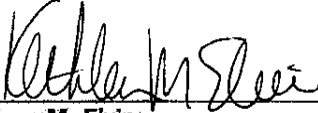
INDEBTEDNESS ADVANCED AFTER THE DATE 25 YEARS FROM THE MATURITY DATE LISTED ABOVE UNLESS THIS MORTGAGE IS MODIFIED TO REFLECT A NEW MATURITY DATE.

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 AUGUST 27, 2012.

GRANTOR:

X 
Michael S. Elvin

X 
Kathleen M. Elvin

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X 
Authorized Signer



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

Page 2

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 AUGUST 27, 2012.

GRANTOR:

X _____
Michael S. Elvin

X _____
Kathleen M. Elvin

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x 
Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

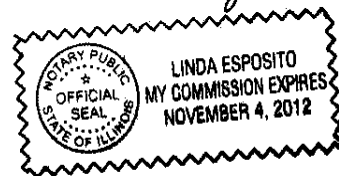
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
)

On this day before me, the undersigned Notary Public, personally appeared Michael S. Elvin and Kathleen M. Elvin, 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 27th day of August, 2012.
 By Linda Esposito Residing at DUPAGE COUNTY ILLINOIS

Notary Public in and for the State of ILLINOIS
 My commission expires 11-9-12



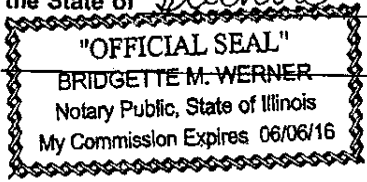
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 27th day of August, 2012 before me, the undersigned Notary Public, personally appeared Alberta Wilson and known to me to be the 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 Bridgette M. Werner Residing at Evergreen Park
 Notary Public in and for the State of Illinois

My commission expires



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Michael S. Elvin and Kathleen M. Elvin**, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 27th day of August, 2012 before me, the undersigned Notary Public, personally appeared Alberto M. Wilson and known to me to be the OFFICER, 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 Bridgette M. Werner Residing at Evergreen Park

Notary Public in and for the State of Illinois

My commission expires _____

