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1230347044

RECORDATION REQUESTED BY:

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

Doc#: 1230347044 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2012 03:26 PM Pg: 1 of 4

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:

The 12701 Trust dated
October 10, 2011
12701 South 84th Avenue
Palos Park, IL 60464-2034

FOR RECORDER'S USE ONLY

1209-49831
2 of 3

This Modification of Mortgage prepared by:

The PrivateBank and Trust Company
70 West Madison, Suite 200
Chicago, IL 60602-4202

PRAIRIE TITLE

6821 W. NORTH AVE. **MODIFICATION OF MORTGAGE**
OAK PARK, IL 60302

THIS MODIFICATION OF MORTGAGE dated October 17, 2012, is made and executed between Beth A. Barrett, not personally but as Trustee on behalf of The 12701 Trust dated October 10, 2011, whose address is 12701 South 84th Avenue, Palos Park, IL 60464-2034 (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 December 1, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 20, 2010 as Document Number 1011047008.

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

THE NORTH 170 FEET (EXCEPT THE EAST 435 FEET THEREOF) OF THE NORTH ½ OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12701 South 84th Avenue, Palos Park, IL 60464. The Real Property tax identification number is 23-35-200-011-0000.

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

AS OF OCTOBER 17, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS OCTOBER 17, 2017. 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 INDEBTEDNESS ADVANCED AFTER THE DATE 25 YEARS FROM THE MATURITY DATE LISTED ABOVE

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

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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.

INTEREST RATE. The Indebtedness bears interest at a variable rate of interest based upon the Prime Rate plus an applicable margin, as more specifically set forth in the Credit Agreement which is incorporated herein by reference. Under no circumstances shall interest on the Indebtedness that is secured by the Mortgage be in excess of 25% per annum.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 17, 2012.

GRANTOR:

THE 12701 TRUST DATED OCTOBER 10, 2011

By: Beth A. Barrett, Trustee
Beth A. Barrett, Trustee of The 12701 Trust dated October 10, 2011

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

x Neil B...
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

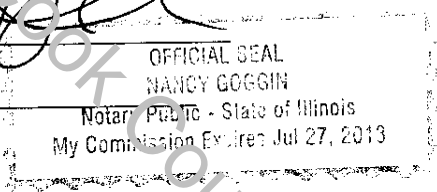
STATE OF Ill)
 COUNTY OF Cook) SS
)

On this 17 day of OCT 2012 before me, the undersigned Notary Public, personally appeared **Beth A. Barrett, Trustee of The 12701 Trust dated October 10, 2011**, 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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

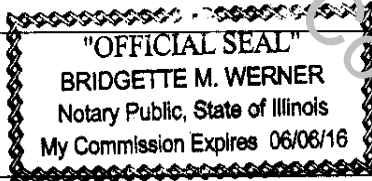
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of October, 2012 before me, the undersigned Notary Public, personally appeared David B. Barrera, Jr 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



County Clerk's Office