

**RECORDATION REQUESTED BY:**

The PrivateBank and Trust  
Company  
Illinois - Worth Office  
6825 West 111th Street  
Worth, IL 60482

**WHEN RECORDED MAIL TO:**

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

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: RECORDING COORDINATORS

**SEND TAX NOTICES TO:**

Jeffrey M. Toth  
1122 North Clark Street  
#2508  
Chicago, IL 60610

**FOR RECORDER'S USE ONLY**

TOTH  
45440985 IL  
FIRST AMERICAN ELS  
MODIFICATION  
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This Modification of Mortgage prepared by:  
The PrivateBank and Trust Company  
6825 West 111th Street  
Worth, IL 60482

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated November 9, 2012, is made and executed between Jeffrey M. Toth, whose address is 1122 North Clark Street #2508, Chicago, IL 60610 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 6825 West 111th Street, Worth, IL 60482 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 13, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

06-28-2005 as Doc# 0517926168.

**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 1122 North Clark Street #2508, Chicago, IL 60610. The Real Property tax identification number is 17-04-412-028-1143 and 17-04-412-028-1607.

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

AS OF NOVEMBER 9, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS NOVEMBER 9, 2015. 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 UNLESS THIS MORTGAGE IS MODIFIED TO REFLECT A NEW MATURITY DATE; STEFANI M. TOTH HAS

# UNOFFICIAL COPY

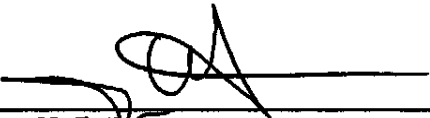
## MODIFICATION OF MORTGAGE (Continued)

**BEEN REMOVED AS A GRANTOR; THE REVOLVING LINE OF CREDIT LANGUAGE SHALL BE REMOVED; ALL REFERENCES IN THE MORTGAGE TO FOUNDERS BANK SHALL BE DEEMED REFERENCES TO THE PRIVATEBANK AND TRUST COMPANY, AS SUCCESSOR TO FOUNDERS BANK;**

**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.

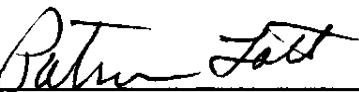
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 9, 2012.**

**GRANTOR:**

X   
\_\_\_\_\_  
Jeffrey M. Toti

**LENDER:**

**THE PRIVATEBANK AND TRUST COMPANY**

x   
\_\_\_\_\_  
Authorized Signer

Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Jeffrey M. Toth**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9<sup>th</sup> day of November, 2012.

By Lonnie Harsy Residing at Timber Park Illinois

Notary Public in and for the State of Illinois

My commission expires 3/24/15



### LENDER ACKNOWLEDGMENT

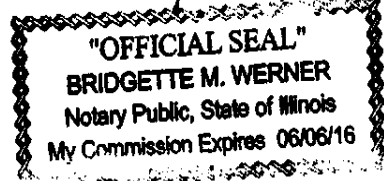
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9<sup>th</sup> day of November, 2012 before me, the undersigned Notary Public, personally appeared Pat Lott 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 Bridgette M. Werner Residing at Evergreen Park

Notary Public in and for the State of Illinois

My commission expires 06/06/16



**UNOFFICIAL COPY****EXHIBIT A**

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

PARCEL 1: UNIT NOS. 2005 AND 534 IN THE ELM AT CLARK CONDOMINIUM DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 8 TO 14, BOTH ELUSIVE, IN SUBDIVISION OF BLOCK 19 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS 1 TO 3, BOTH INCLUSIVE, AND LOT 8 IN SUBDIVISION OF LOTS 15, TO 17, BOTH INCLUSIVE, IN BLOCK 19 OF BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS APPENDIX "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99422628, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED MAY 3, 1999, AS DOCUMENT NUMBER 99422627.

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