

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

The PrivateBank and Trust Company-Loan Operations CLOSER:

70 W. Madison 8th Floor Chicago, IL 60602-4202

SEND TAX NOTICES TO

Monarchy Investments 2LC Bobby D. Simmons, Jr. 325 N. LaSalle, Suite 650 Chicago, IL 60654

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 November 21, 2012, is made and executed between Monarchy Investments LLC, whose address is 325 N. LaSalle, Suite 650, Chicago, P. 60654 and Bobby D. Simmons, Jr., whose address is 8481 Arrowhead Drive, Burr Ridge, IL 60527 (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 November 27, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 12, 2007 as Document Number 0734641149.

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

THE SOUTH 4 FEET OF LOT 38 AND ALL OF LOT 39 AND LOT 40 (EXCEPT THE SOUTH 40 FEET THEREOF) IN BLOCK 1 IN CALUMET BUSINESS CENTER FIRST ADDITION BEING A SUBDIVISION OF THE EAST 523 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 15043 Beachview Terrace, Dolton, IL 60419. The Real Property tax identification number is 29-10-307-058.

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

MATURITY DATE. AS OF NOVEMBER 21, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS OCTOBER 25, 2015. IF THE INDEBTEDNESS IS RENEWED, EXTENDED, MODIFIED, REFINANCED OR THE AGREEMENT THAT EVIDENCES THE INDEBTEDNESS IS CONSOLIDATED WITH ANOTHER AGREEMENT

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

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.

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 FEAD ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE S MO.

OUNTY

ORIGINAL

OR AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 21, 2012.

GRANTOR:

MONARCHY INVESTMENTS LLC

Ву: ∜

Bobby Simmons, Jr., Member of Monarchy Investments

Simmons, Jk., Individually Bobby D.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

Authorized Sidner

1234257626 Page: 3 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 3

| LIMITED LIABILITY COMPANY ACKNOWLEDGMENT | |
|--|---|
| STATE OF T//10013 |) |
| COUNTY OF |) ss) |
| On this | r company that executed the Modification of Mortgage coluntary act and deed of the limited liability company, sperating agreement, for the uses and purposes therein zed to execute this Modification and in fact executed to the Residing at |
| | Notary Public, State of Illinois My Commission Expires 03/07/16 |
| INDIVIDUAL ACK | NOWLEDGMENT |
| STATE OFCOUNTY OF |) ss) |
| On this day before me, the undersigned Notary Public, known to be the individual described in and who executhat he or she signed the Modification as his or her free atherein mentioned. | ted the Modification of Mortgage, and acknowledged and voluntary act and deed, for the uses and purposes |
| Given under my hand and official seal this 30+ | day of November, $20R$. |
| Given under my hand and official seal this 30+L By Alle Human | |
| Notary Public in and for the State of | - |
| My commission expires 3/7/2016 | "OFFICIAL SEAL" ALICIA HERRERA Notary Public, State of Illinois My Gommission Expires 03/07/16 |
| | \$5000000000000000000000000000000000000 |

1234257626 Page: 4 of 4

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 4

| LENDER ACKNOWLEDGMENT | |
|-----------------------|---|
| COUNTY OF On this |)) SS) SS) and known to me to be the MANGING d Trust Company that executed the within and foregoing the free and voluntary act and deed of The PrivateBank Bank and Trust Company through its board of directors or ioned, and on oath stated that he or she is authorized to his said instrument on behalf of The PrivateBank and Trust Residing at OFFICIAL SEAL" ALICIA HERRERA |

LASER PRO Lending, Ver. 12.3.10.002 Copr. Harland Financial Sclutions, Inc. 1997, 2012. All Rights Reserved. - IL c:\CFI-IL\CFI\LPL\G201.FC TR-25718 PR-6