

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

Return to:  
Corporation Service Company  
P.O. Box 2960  
Springfield, IL 62708

**SEND TAX NOTICES TO:**

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

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

72440067 RLM

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 22, 2012, is made and executed between Antonio Sandoval, whose address is 1218 South 59th Avenue, Cicero, IL 60804 (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 22, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded December 15, 2011 as Document Number 1134910065.**

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

LOT 3 AND 4 IN BLOCK 6 IN MILLARD AND DECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2355 South Lawndale Avenue, Chicago, IL 60623. The Real Property tax identification number is 16-26-108-016-0000.

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

**MODIFY THE DEFINITION OF "NOTE" TO MEAN ALL PROMISSORY NOTES EXECUTED BY EFFICIENT TRUCKING INC. TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE NOTE OR AGREEMENTS.**

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

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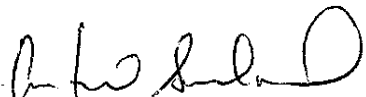
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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.

**MATURITY DATE.** As of November 22, 2012, the maturity date of the Indebtedness is November 22, 2013. 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.

**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 Note 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 NOVEMBER 22, 2012.**

GRANTOR:

x   
 \_\_\_\_\_  
 Antonio Sandoval

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

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

# UNOFFICIAL COPY

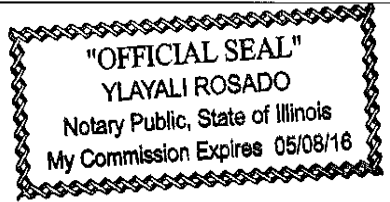
## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Antonio Sandoval**, 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 22 day of Nov., 2012.  
 By Ylayali Rosado Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois  
 My commission expires 5/8/16



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 22 day of Nov, 2012 before me, the undersigned Notary Public, personally appeared Meghan Marrella and known to me to be the AMJ, 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 Ylayali Rosado Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois  
 My commission expires 5/8/16

