

THIS DOCUMENT PREPARED BY:

H. Jeffrey McCown  
McCown Law Offices  
22837 S. Wirth  
Frankfort, Illinois 60423

AFTER RECORDING RETURN TO:

The PrivateBank and Trust Company  
14497 John Humphrey Drive  
Orland Park, Illinois 60462

PERMANENT INDEX NUMBERS:

24-17-207-001-0000  
24-17-207-002-0000

PROPERTY ADDRESS:

10505 S. Parkside  
Chicago Ridge, Illinois

*This space reserved for Recorders use only.*

72771904-bup

**FIRST MODIFICATION TO MORTGAGE  
AND ASSIGNMENT OF RENTS**

This AGREEMENT (the "Agreement"), dated as of December 5, 2012, is made by and between JOSEPH P. CAIRO and ELIZABETH CAIRO, having an address of 2901 S. Shields, Chicago, Illinois 60616 (collectively, the "Grantor"), and THE PRIVATEBANK AND TRUST COMPANY (as assignee from Founders Bank), an Illinois banking association (the "Lender"), having an address of 14497 John Humphrey Drive, Orland Park, Illinois 60462.

A. Grantor executed and delivered to Lender the following:

1. Mortgage (the "Mortgage") dated July 7, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 14, 2006 as Document No. 0619533095 and encumbering certain property located at 10505 S. Parkside, Chicago Ridge, Illinois as more specifically described on Exhibit A attached hereto (the "Property");

2. Assignment of Rents (the "Assignment") dated July 7, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 14, 2006 as Document No. 0619533096, and encumbering the Property;

B. The parties desire hereby to amend the Mortgage and Assignment as more specifically set forth herein;

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NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Note Secured. (a) The term "Note", as defined in the Mortgage and the Assignment, is hereby amended to provide as follows:

Note. The word "Note" means the Promissory Note dated July 7, 2006 in the principal amount of \$800,000, as amended by the Change in Terms Agreement dated September 1, 2008 in the amount of \$783,253.82, Change in Terms Agreement dated July 7, 2011 in the amount of \$757,989.47, the Modification Term Note dated October 5, 2011 in the amount of \$755,272.92 and the Modification Term Note of even date herewith in the amount of \$735,416.79 signed by the Grantor and payable to the order of the Lender, together with any and all extensions, renewals and modifications thereof and substitutions therefor.

(b) Grantor expressly agrees that the Mortgage and Assignment secure (i) the Note, any and all extensions, renewals and modifications thereof and substitutions therefor, and (ii) any other sums, liabilities or indebtedness as set forth in the Mortgage and Assignment.

2. Maturity Date. As of the date hereof, the maturity date of the Note is December 5, 2013, provided, that to the extent that the maturity date of the Note is extended, amended or modified from time to time, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will the Mortgage and Assignment secure obligations under the Note after the date twenty five (25) years from the maturity date set forth above unless the Mortgage and Assignment are modified to reflect a new maturity date.

3. Interest Rate. The Note bears interest prior to maturity or the occurrence of a default at a fixed interest rate equal to seven and one tenth percent (7.10%) per annum.

4. Representation, Warranties and Covenants. To induce Lender to enter into this Amendment, Grantor hereby represents, warrants and covenants to Lender that:

(a) The representations and warranties made by Grantor in the Mortgage and Assignment are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

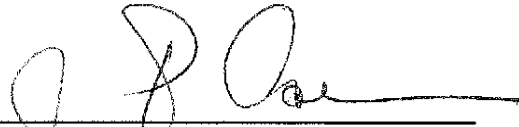
(b) Grantor has the power and authority, and the legal right, to make and deliver this Amendment and to perform all of Grantor's obligations under the Mortgage and Assignment, as amended by this Amendment.

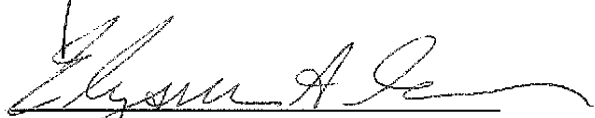
(c) When executed and delivered, this Amendment and the Mortgage and Assignment, as amended by this Amendment, will constitute legal, valid and binding obligations of Grantor, enforceable against Grantor, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

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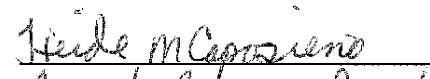
5. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and except as hereby modified, the Mortgage and Assignment shall remain in full force and effect in all respects. Grantor hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

  
\_\_\_\_\_  
Joseph P. Cairo

  
\_\_\_\_\_  
Elizabeth Cairo

THE PRIVATEBANK AND TRUST  
COMPANY

By:   
Its: Associate Managing Director 8135

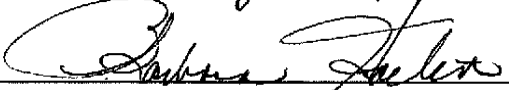
Property of Cook County Clerk's Office

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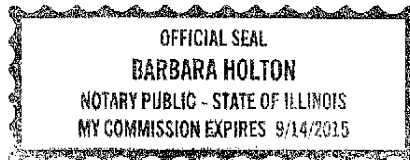
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that JOSEPH P. CAIRO and ELIZABETH CAIRO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of January, 2013.


  
\_\_\_\_\_  
Notary Public

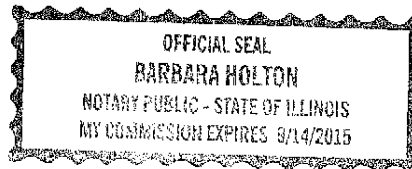
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that HEIDE M. CAPOSIENO, the AMD of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of January, 2012.

  
\_\_\_\_\_  
Notary Public



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Exhibit A

Legal Description

Lot 34 and the North 1/2 of Lot 33 in Frank Delugach's Central Avenue Gardens Subdivision of the East 2/5 of the East 1/2 of the Northeast 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

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24-17-207-002-0000

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