

**RECORDATION REQUESTED BY:**

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

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

**SEND TAX NOTICES TO:**

Chicago Title Land Trust  
Company, Successor to  
Founders Bank (F/K/A Worth  
Bank & Trust), under Trust  
Agreement dated April 17,  
1989 and known as Trust  
#4424  
10 S. LaSalle Street, Suite  
2750  
Chicago, IL 60603

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
The PrivateBank and Trust Company  
70 West Madison  
Chicago, IL 60602

**MODIFICATION OF MORTGAGE**

46021837

THIS MODIFICATION OF MORTGAGE dated January 4, 2013, is made and executed between Chicago Title Land Trust Company, Successor to Founders Bank (F/K/A Worth Bank & Trust), under Trust Agreement dated April 17, 1989 and known as Trust #4424, whose address is 10 S. LaSalle Street, Suite 2750, Chicago, IL 60603 (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 9, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 22, 2005 as Document Number 0532626157.

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

LOT 8 IN BLOCK 8 IN ARTHUR T. MCINTOSH AND COMPANY'S WORTHSHIRE ACRES, BEING A SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ACCORDING TO THE PLAT REGISTERED AS DOCUMENT NUMBER 1281735, IN COOK COUNTY, ILLINOS.

The Real Property or its address is commonly known as 6829 West 112th Place, Worth, IL 60482. The Real Property tax identification number is 24-19-110-024-0000.

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(Continued)**

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

**MODIFY THE GRANTOR FROM LOIS A. BYRNE TO CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO FOUNDERS BANK (F/K/A WORTH BANK & TRUST), UNDER TRUST AGREEMENT DATED APRIL 17, 1989 AND KNOWN AS TRUST #4424.**

**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.

**MATURITY DATE.** As of January 4, 2013, the maturity date of the Indebtedness is January 4, 2016. 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.

**TAX AND INSURANCE RESERVES.** Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default as described in the Mortgage.

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## MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 4, 2013.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TO FOUNDERS BANK (F/K/A WORTH BANK & TRUST), UNDER TRUST AGREEMENT DATED APRIL 17, 1989 AND KNOWN AS TRUST #4424

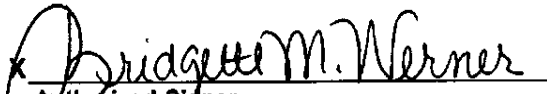
SEE ATTACHED RIDER FOR

By: EXECUTION BY TRUSTEE

Authorized Signer for Chicago Title Land Trust Company, Successor to Founders Bank (F/K/A Worth Bank & Trust), under Trust Agreement dated April 17, 1989 and known as Trust #4424

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

  
Authorized Signer

Cook County Clerk's Office



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



PROTECTED BY COOK COUNTY CLERK'S OFFICE