#### **RECORDATION REQUESTED BY:**

The PrivateBank and Trust Company Illinois - Oakbrook Office 1110 Jorie Boulevard Oak Brook, IL 60523

#### WHEN RECORDED MAIL TO:

The PrivateBank and Trust Company-Loan Operations CLOSER: Fast Track Notify: Stacry Staw 70 W. Madison, 8th Floor Chicago, IL 60602-4212

**SEND TAX NOTICES TO:** 

Canalport Associates, LLC

e/o Kelley King Bussey

1227 E. Medison Street, Unit

705N

Temps, FL 33602

50 TE 4700 CHICAGO IL 6060 1

61 N. CLARK ST.

FOR RECORDER'S USE ONLY

73359030

This Modification of Mortgage prepared by:

The PrivateBank and Trust Company 70 West Madison, Suite 200 Chicago, IL 60602-4202

### MODIFICATION OF MORTGAGE

CHURGO, IL GOGO! (B)

THIS MODIFICATION OF MORTGAGE dated November 4, 2012, is made and executed between Canalport Associates, LLC, whose address is 1227-E. Madison Street, Unit 703N, Tampa, F. 33602 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 1110 Jone Boulevard, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 7, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 14, 2007, as Document Number 0731811028.

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

LOT 7 IN HAGEMANN, SHERMAN AND SCHITT'S SUBDIVISION OF LOTS 12, 13 AND 14 IN BLISS AND OTHERS SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF BLOCK 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTHEAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF CHICAGO RIVER IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1616 S. Des Plaines, Chicago, IL 60616. The Real Property tax identification number is 17-21-304-032-0000.

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

AS OF NOVEMBER 4, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS NOVEMBER 4, 2013. IF THE INDEBTEDNESS IS RENEWED, EXTENDED, MODIFIED, REFINANCED OR THE AGREEMENT THAT

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#### **MODIFICATION OF MORTGAGE** (Continued)

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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.

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 relow 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 walver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING PEAD ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 4, of Const 2012.

**GRANTOR:** 

CANALPORT ASSOCIATES, LLC

THE KELLING GROUP, LLC, Manager of Canalport Associates, LLC

Kelley King Bussey, Manager of The Kelling Group, LLC

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPAN	Y ACKNOW	LEDGMENT
On this	signated agen ne Modificatio atute, its arti and on oath s	at of the limited liability company that the note the free and voluntary act and cles of organization or its operating stated that he or she is authorized to
By DAW LAND	Residing at	*_*_*_
Notary Public in and for the State of Fig. do  My commission expires 10-14-17		NOTARIZE
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#### **MODIFICATION OF MORTGAGE** (Continued)

LENDER ACKNOWLEDGMENT ) SS ) 20(3) before me, the undersigned Notary Public, personally appeared and known to me to be the Makegine Director , 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, duty 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( Ву Residing at Notary Public in and for the State of "OFFICIAL SEAL" STACEY J. STAHR My commission expires Notary Public, State of Illinois My Commission Expires 07/24/16 ....... Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights 95. Office Reserved. - IL c:\CFI-IL\CFI\LPL\G201.FC FR-25956 PR-6

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