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Doc#: 1307035025 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/11/2013 10:46 AM Pg: 1 of 5

RECORDATION REQUESTED BY:
Beverly Bank & Trust
Company, National
Association
10258 S. Western Avenue
Chicago, IL 60643

WHEN RECORDED MAIL TO:
BEVERLY BANK & TRUST
COMPANY N.A.
ATTN: LOAN OPERATIONS
10258 S. WESTERN AVENUE,
SUITE 202
CHICAGO, IL 60643

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Sarah A. Haas, Loan Coordinator
Beverly Bank & Trust Company, National Association
10258 S. Western Avenue
Chicago, IL 60643

MODIFICATION OF MORTGAGE

(3067-64)

BOX 182

THIS MODIFICATION OF MORTGAGE dated January 1, 2013, is made and executed between The Chicago Trust Company, not personally but as Trustee on behalf of The Chicago Trust Company as successor Trustee to Wayne Hummer Trust Company, N.A. under Trust Agreement #BEV-2065 (referred to below as "Grantor") and Beverly Bank & Trust Company, National Association, whose address is 10258 S. Western Avenue, Chicago, IL 60643 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 27, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 3, 2007 in the Office of the Cook County Recorder of Deeds as Document Number 0727602223 and re-recorded January 13, 2009 in the Office of the Cook County Recorder as Document Number 0901333205.

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

UNIT J-25 IN PRAIRIE PLACE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 29, 1996 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINIOS, AS DOCUMENT NO. 96318235, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL AND ALL OF THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1433 S. Parie Ave., Unit E, Chicago, IL 60605. The Real Property tax identification number is 17-22-110-035-1025.

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

S ✓
P 5
S ✓
SC ✓
INT R

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MODIFICATION OF MORTGAGE (Continued)

Page 2

The definition of the Note is hereby amended to read as follows:

The Promissory Note dated January 1, 2013, in the original principal amount of \$83,116.95 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 1.000 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.000% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one principal payment of \$83,116.95 plus interest on January 1, 2014. This payment due on January 1, 2014, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 1, 2013, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be less than 6.000% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is January 1, 2014. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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.

County Clerk's Office

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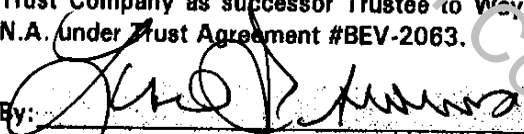
MODIFICATION OF MORTGAGE (Continued)

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 1, 2013.

GRANTOR:

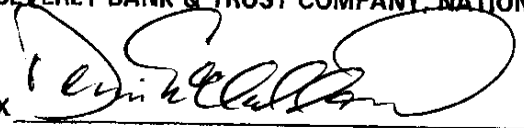
THE CHICAGO TRUST COMPANY AS SUCCESSOR TRUSTEE TO WAYNE HUMMER TRUST COMPANY, N.A. UNDER TRUST AGREEMENT #BEV-2063

THE CHICAGO TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 06-13-2005 and known as The Chicago Trust Company as successor Trustee to Wayne Hummer Trust Company, N.A. under Trust Agreement #BEV-2063.

By: 
Linda J. Pitrowski, Vice President of The Chicago Trust Company

LENDER:

BEVERLY BANK & TRUST COMPANY NATIONAL ASSOCIATION

x 
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

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On this 26th day of February, 2013 before me, the undersigned Notary Public, personally appeared **Linda J. Pitrowski, Vice President of The Chicago Trust Company, Trustee of The Chicago Trust Company as successor Trustee to Wayne Hummer Trust Company, N.A. under Trust Agreement #BEV-2063**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]

Residing at Beverly Bank & Trust Company, N.A.
10258 S. Western Ave.
Chicago, IL 60643

Notary Public in and for the State of IL

My commission expires 04/12/2015

COOK County Clerk's Office

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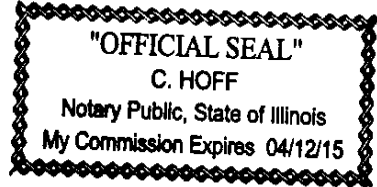
MODIFICATION OF MORTGAGE (Continued)

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 **Beverly Bank & Trust Company, National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Beverly Bank & Trust Company, National Association**, duly authorized by **Beverly Bank & Trust Company, National Association** 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 **Beverly Bank & Trust Company, National Association**.

By Residing at Beverly Bank & Trust Company, N.A.
10258 S. Western Ave.
Chicago, IL 60643

Notary Public in and for the State of IL

My commission expires 4/12/15

PROPOSED
 COOK County Clerk's Office