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Doc#: 1316855164 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/17/2013 03:43 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: Northbrook Bank & Trust 245 Waukegan Road Northfield, IL 60093

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Northbrook Bank & Trust Company - Loan Operations
245 Waukegan Road
Northfield, IL 60093

PR688 4078

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2013, is made and executed between Castle Properties, LLC 2017 N. Humboldt, an Illinois series limited liability company (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1130 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage, together with a 1-4 Family Rider (Assignment of Rents) cated March 31, 1998 and recorded on April 14, 1998 as Document No. 98-290965 in favor of Lincoln Park Favings Bank, and Lender, successor in-interest pursuant to the following:

"Northbrook Bank & Trust Company ("Lender"), successor pursuant to a Purchase and Assumption Agreement by and between FDIC, as the receiver of the Assets and Liabilities of Lincoln Park Savings Bank pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller and Lender as Buyer, dated April 22, 2010".

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

LOTS 29 AND 30 IN PARKWAY ADDITION, BEING A SUBDIVISION OF LOTS 5 TO 10 BOTH INCLUSIVE IN EACH OF BLOCKS 4, 9 AND 10 IN SCHLEWIG AND THE VACATED ALLEYS AND HALF STREET ADJOINING SAID LOTS; ALSO 3.5 FEET WEST AND ADJOINING SAID HALF STREET OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2017-2021 North Humboldt Blvd., Chicago, IL 60647. The Real Property tax identification number is 13-36-123-004-0000.

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

- I. Change Successor and Assigns as stated above;
- II. Add the "Waiver of Right of Redemption" clause to this Mortgage;
- III. The Grantor shall be now known and shall be changed as stated above to adopt the recorded change



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MODIFICATION OF MORTGAGE (Continued)

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reported in the conveyance of title.

IV. Concurrent with this Modification of Mortgage Borrower will execute a Promissory Note dated April 1, 2013, in the amount of \$129,596.99. This Promissory Note is a replacement for, but is not a repayment for, but renews the debt evidenced by, that certain Note dated March 31, 1998, in the amount of \$364,000.00 as amended from time to time prior to hereto, including, but not limited to, those certain Loan Modification Agreements executed by Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.500% based on a year of 360 days. Payments on the Note are to be made in accordance to payment schedule detailed on the Note. Payments include principal and interest. The Maturity date of the Note is April 1, 2018...

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 Mongage 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. (A.), 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 a knowledge 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.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT UF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 2013. 750/1/C0

GRANTOR:

CASTLE PROPERTIES, LLC 2017 N. HUMBOLDT

Evelyn M. Brickley, Manager of Castle Properties, LLC 2017 N.

Humboldt

GARRET BROWNE TRUST DATED JULY 25, 2003, Member of Castle Properties, LLC 2017 N. Humboldt

Garret Browne, Trustee of Garret Browne Trust dated July 25,

2003

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:
NORTHBROOK BANK & TRUST COMPANY
Do Mille
Authorized Sigher
MIMITED LIABILITY COMPANY ACKNOWLEDGMENT
AMITED LIABILITY COMPANY AGAINST AGAIN
STATE OF ILLINO DE)
) SS
COUNTY OF
On this day of
Garret Browne, Trustee of Garret Browne Trust dates July 25, 2005, Member of Subdistribution of Subdistribut
N. Humboldt, and known to me to be members of resignated agents of the influence and voluntary act an executed the Modification of Mortgage and acknowledged in Modification to be the free and voluntary act an executed the Modification of Mortgage and acknowledged in Modification to be the free and voluntary act an executed the Modification of Mortgage and acknowledged in Modification to be the free and voluntary act an
deed of the limited liability company, by authority of statute, its articles of dispartment and up oath stated that they are authorized t
agreement, for the uses and purposes therein mentioned, any od odd state and purposes therein mentioned, and odd state and odd state and purposes therein mentioned, and odd state and purposes therein mentioned and any odd state and an
By Muian Marting Residing at Micago.
Notary Public in and for the State of The
My commission expires

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MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT) SS) **COUNTY OF** before me, the undersigned Notary On this 103417and known to me to be the _ Public, personally appeared James , authorized agent for Northbrook Bank & Orust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Northbrook Bank & Trust Company, duly authorized by Northbrook Bank & 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 Northbrook Bank & Trust Company. Residing at _ Notary Public in and for the State of OFFICIAL SEAL My commission expires MIRIAM MARTINEZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/17/13 LASER PRO Lending, Ver. 13.1.0.004 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - IL c:\APPS\CFIWIN\CFI\LPL\G201.FC TR-8263 PR-36 FC 9/4'S O///CO