

RECORDATION REQUESTED BY:

The PrivateBank and Trust
Company
Illinois - North Shore Office
5260 Old Orchard Road
Skokie, IL 60077

WHEN RECORDED MAIL TO:

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SEND TAX NOTICES TO:

3638 West Thomas, LLC
7103 W. Birchwood Avenue
Niles, IL 60714

FOR RECORDER'S USE ONLY



REF83429553

This Modification of Mortgage prepared by:

Loan Operations
The PrivateBank and Trust Company
5260 Old Orchard Road
Skokie, IL 60077



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 20, 2013, is made and executed between 3638 West Thomas, LLC, whose address is 7103 W. Birchwood Avenue, Niles, IL 60714 (referred to below as "Grantor") and The PrivateBank and Trust Company , whose address is 5260 Old Orchard Road, Skokie, IL 60077 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 13, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 23, 2009 as Document Number 0911340063.

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

Lot 30 in Block 2 in Treat's Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 3638 West Thomas Street, Chicago, IL 60651. The Real Property tax identification number is 16-02-306-039-0000 & 16-02-306-040-0000.

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

MODIFY THE DEFINITION OF "NOTE" TO MEAN ALL PROMISSORY NOTES EXECUTED BY 3638 WEST THOMAS, LLC, 7211 NORTH BELL, LLC AND CAMPBELL CUYLER LLC TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE NOTE OR AGREEMENTS.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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THE AMOUNT OF THE FUTURE ADVANCE OBLIGATION IS INCREASED TO ONE MILLION DOLLARS (\$1,000,000.00)

THE MATURITY DATE OF THE MORTGAGE SHALL BE AMENDED AND RESTATED AS FOLLOWS: THE MORTGAGE SHALL BE CONTINUING, AND REMAIN IN EFFECT FOR AS LONG AS ANY INDEBTEDNESS, AS DEFINED THEREIN, AND OWING LENDER, REMAINS OUTSTANDING AND PAYABLE, AND ALL OBLIGATIONS IMPOSED UNDER SAID MORTGAGE HAVE BEEN SATISFACTORILY PERFORMED BY GRANTOR..

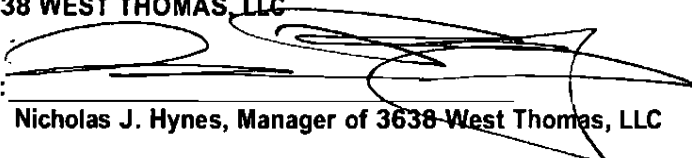
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 20, 2013.

GRANTOR:

3638 WEST THOMAS, LLC

By:


Nicholas J. Hynes, Manager of 3638 West Thomas, LLC

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

X


Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Ill)
) SS
 COUNTY OF Cook)

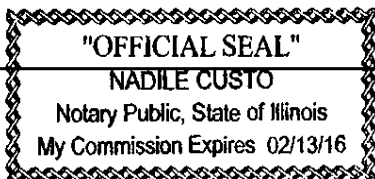
On this 20th day of December, 2013 before me, the undersigned Notary Public, personally appeared **Nicholas J. Hynes, Manager of 3638 West Thomas, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Nadile Cust Residing at _____

Notary Public in and for the State of Ill

My commission expires 2-13-16

The PrivateBank and Trust Company
 5260 Old Orchard Road
 Skokie, IL 60077



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 20th day of December, 2013 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 Mudita Gupta Residing at The PrivateBank and Trust Company
 5260 Old Orchard Road
 Skokie, IL 60077

Notary Public in and for the State of IL

My commission expires 2-13-16

