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

The PrivateBank and Trust Company Illinois - Winnetka/Glencoe Office 1000 Green Bay Road Winnetka, IL 60093

#### WHEN RECORDED MAIL TO:

The PrivateBank and Trust Company - Loan Operations Closer: Pat Lott 70 W. Madison, 3th Floor Chicago, IL 60602-4202

#### SEND TAX NOTICES TO:

Chicago Title Land Trust Company under Trust Agreement dated December 13, 1988 and known as Trust Number 754 171 N. Clark Street Chicago, IL 60601

FOR RECORDER'S USE ONLY

Coop County This Modification of Mortgage prepared by: The PrivateBank and Trust Company 70 West Madison, Suite 200 Chicago, IL 60602-4202

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 14, 2012, is made and executed between Chicago Title Land Trust Company, Trustee on behalf of Chicago Title Land Trust Company under Trust Agreement dated December 13, 1988 and known as Trust Number 754, whose address is 171 N. Clark Street, Chicago, IL 60601 (referred to below as "Grantor") and The PrivateBank and Trust Company, whose address is 1000 Green Bay Road, Winnetka, IL 60093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 14, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 7, 2007, as Document Number 0721960070.

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

LOTS 6 AND 7 IN BLOCK 6 OF LAKESHORE SUBDIVISION IN WINNETKA, A SUBDIVISION OF LOT 1 OF NICH, SIMON AND OTHERS SUBDIVISION AND 5 ACRES NORTH AND ADJOINING SAID LOT 1, EXTENDING TO DALE'S ADDITION, A SUBDIVISION OF THE NORTH 7.50 CHAINS OF THE SOUTH EAST FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, ON THE NORTH, AND LYING BETWEEN LAKE AVENUE AND LAKE MICHIGAN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, **ILLINOIS** 

The Real Property or its address is commonly known as 264 Sheridan Road, Winnetka, IL 60093. The Real Property tax identification number is 05-21-411-003.

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### OFFICIA MODIFICATION OF MORTGAGE (Continued)

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

AS OF MAY 14, 2012, THE MATURITY DATE OF THE INDEBTEDNESS IS MAY 14, 2019. 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.

**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. It 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-righing 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 acrons.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 14, 2012.

**GRANTOR:** 

CHICAGO TITLE LAND TRUST COMPANY UNDER TRUST AGREENEN? DATED DECEMBER 13, 1988 AND KNOWN AS TRUST NUMBER 754

and not personally

**Shristine C. Young** 

Trust Officer

SOM CO

By: Authorized Signer for Chicago Title Land Trust Company under Trust Agreement dated December 13, 1988 and known as

**Trust Number 754** 

LENDER:

THE PRIVATEBANK AND TRUST, COMPANY

**Authorized Signer** 

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indomnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, incomindies, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the man an an amount of purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the fact property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but selely in the excercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

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# UNOFFICIAL COMPANY MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT	
STATE OF TUINOIS	)
	) SS
COUNTY OF	)
On this 235 day of July	, <u>2012</u> before me, the undersigned Notary
Public, personally appeared Christine C. You Title Land Trust Company under Trust Agreement dated	Oung , <u>Trust Officer</u> of Chicago
nand known to me to be an authorized trustee or agent and acknowledged the Modification to be the free and forth in the trust documents or, by authority of statute oath stated that he of she is authorized to execute this behalf of the trust.  By  Notary Public in and for the State of	of the trust that executed the Modification of Mortgage voluntary act and deed of the trust, by authority set, for the uses and purposes therein mentioned, and or Modification and in fact executed the Modification or Residing at    CFIICAGO TITLE LAND TRUST COMPANY 171 NORTH CLARK STREET, SUITE 575 CHICAGO, ILLINOIS 60601
	C/e/t/s Office

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## UNOFFICIAL COMMODIFICATION OF MORTGAGE

(Continued)

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#### LENDER ACKNOWLEDGMENT

STATE OF TUINOIS	)
	) SS
COUNTY OF	)
On this	pany that executed the within and foregoing d voluntary act and deed of The PrivateBank ist Company through its board of directors or n oath stated that he or she is authorized to iment on behalf of The PrivateBank and Trust

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