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RECORDATION REQUESTED BY:

ABC Bank
Lake Street Branch
5645 W. Lake Street
Chicago, IL 60644



Doc#: 1414154270 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/21/2014 03:57 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

ABC Bank
6400 West North Ave.
Chicago, IL 60707

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ABC Bank
Lake Street Branch
5645 W. Lake Street
Chicago, IL 60644

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Gail D. Tyson, Documentation Specialist
ABC Bank
5645 W. Lake Street
Chicago, IL 60644

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 21, 2014, is made and executed between Aneta Pescatore, whose address is 4800 N. Redwood Drive, Norridge, IL 60703 (referred to below as "Grantor") and ABC Bank, whose address is 5645 W. Lake Street, Chicago, IL 60644 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 18, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded on October 1, 2013 in the Office of the recorder of Deed, State of Illinois as document No. 1327434007.

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

LOT 15 (EXCEPT THE NORTH 6.25 FEET THEREOF) AND THE NORTH 1/2 OF LOT 16 IN BLOCK 27 IN A. CROSBY AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, 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 2523 N. Campbell, Chicago, IL 60647. The Real Property tax identification number is 13-25-422-035-000.

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

Principal increased to \$576,000.00 from \$250,000.00.

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

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(Continued)**

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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.

PROHIBITION OF ASSIGNMENTS AND ENCUMBRANCES BY BORROWER. Borrower shall not, without prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, or attempt to do any of the foregoing, of any of the following rights, properties or interests which occurs, in granted, accomplished, attempted or effectuated without Lender's prior written consent shall constitute a "Prohibited Transfer" hereunder:

a) Borrower's interest under the Loan Documents or in the Property, or any part thereof, interest therein or earnings thereon, excepting only sales or other dispositions of collateral no longer useful in connection with the operation of the Property (herein called "obsolete Collateral"), provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility and subject to the liens and security interests of the Loan Documents with the same priority as such liens and security interests in the collateral disposed of;

b) If Borrower, any beneficiary of a trustee borrower, any general partner in a partnership borrower or partnership or joint venture in a joint venture borrower which is a beneficiary of a trustee borrower is a corporation or any owner of substantially all of the stock of such corporation is itself a corporation (other than a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealer's Automated Quotation System), any shares of capital stock of such corporation; or

c) If Borrower, or any beneficiary of a trustee borrower is a partnership or joint venture or limited liability company, all or any part of the partnership or joint venture or membership interest, as the case may be, in such partnership, joint venture or limited liability company;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrances or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph shall not apply (i) to liens in favor of Lender securing the indebtedness, (ii) to the lien of current taxes and assessments not in default or (iii) transfers of membership interests in Borrower for estate planning purposes to (a) immediate family members, (b) trusts established for the benefit of such member or such immediate family members or (c) entities controlled by such members or such immediate family members.

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 21, 2014.

GRANTOR:


Aneta Cwik Pescatore

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

ABC BANK

X *OML*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*)
) SS
COUNTY OF *Cook*)

On this day before me, the undersigned Notary Public, personally appeared **Aneta Cwik Pescatore**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this *20th* day of *May*, 20*14*.

By *Diana Palicka* Residing at *Chicago*

Notary Public in and for the State of *Illinois*

My commission expires *1-21-15*



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 21995

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 20th day of May, 2014 before me, the undersigned Notary Public, personally appeared MICHAEL LINDVELT and known to me to be the V.P. Commercial LOANS, authorized agent for ABC Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of ABC Bank, duly authorized by ABC Bank 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 ABC Bank.

By Diana Palicka Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 1-21-15



Cook County Clerk's Office