Doc#. 1801746260 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/17/2018 01:19 PM Pg: 1 of 6

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

CIBC Bank USA formerly known as The PrivateBank and Trust Company Illinois - Main Office 70 West Madison Chicago, IL 60602

#### WHEN RECORDED MAIL TO:

CIBC Bank USA Closer: Trina Bramlett 70 W. Madison, 8th Floor Chicago, IL 20602-4202

### SEND TAX NOTICES TO

Lester Lampert; Moursen
Lampert; The Lester Lampert
Trust Agreement dated Morch
6, 2001, as amended and
restated; and The Maureen
Lampert Trust Agreement
dated March 6, 2001, as
amended and restated
2304 Greenview Road
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Services
CIBC Bank USA formerly known as The PrivateBank and Trust Company
70 West Madison
Chicago, IL 60602



### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 2, 2018, is made and executed between Laster Lampert; Maureen Lampert; The Lester Lampert Trust Agreement dated March 6, 2001, as amended and rectited; and The Maureen Lampert Trust Agreement dated March 6, 2001, as amended and restated, whose address is 2304 Greenview Road, Northbrook, IL 60062 (referred to below as "Grantor") and CIBC Bank USA formerly known as The PrivateBank and Trust Company, whose address is 70 West Madison, Chicago, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 21, 2009 as Document Number 914157068.

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

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### **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE (Continued)

Page 2

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2304 Greenview Road, Northbrook, IL 60062. The Real Property tax identification number is 04-16-303-008-0000 and 04-16-303-054-0000.

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

MODIFY THE DEFINITION OF CREDIT AGREEMENT TO; THE WORDS CREDIT AGREEMENT MEAN COLLECTIVELY, (A) THAT CERTAIN CREDIT AGREEMENT DATED MARCH 31, 2009 EXECUTED BY LESTER LAMPERT, INDIVIDUALLY, AND AS TRUSTEE OF THE LESTER LAMPERT TRUST DATED MARCH 6, 2001, MAUREEN LAMPERT, INDIVIDUALLY, AND AS TRUSTEE OF THE MAUREEN LAMPERT TRUST DATED MAKCH 6, 2001 IN THE ORIGINAL PRINCIPAL AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) IN FAVOR OF LENDER, AS MODIFIED FROM TIME TO TIME; (B) THAT CERTAIN PROMISSORY 10'E DATED JULY 22, 2008 EXECUTED BY BORROWER IN THE ORIGINAL PRINCIPAL AMOUNT OF THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$3,700,000.00) IN FAVOR OF THE LENDER, AS MCDIFLED FROM TIME TO TIME, (C) THAT CERTAIN PROMISSORY NOTE DATED JUNE 28, 2016 EXECUTED BY BORROWER IN THE ORIGINAL PRINCIPAL AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) IN FAVOR OF THE LENDER, AS MODIFIED FROM TIME TO TIME, AND (D) THAT CERTAIN PROMISSORY NOTE DATED JANUARY 2, 2018 EXECUTED BY BORROWER IN THE ORIGINAL PRINCIPAL AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) IN FAVOR OF THE LENDER, AS MODIFIEL FROM TIME TO TIME, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, FEFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR SUCH NOTES OR AGREEMENTS.

THE AMOUNT OF THE MAXIMUM LIEN OFLIGATION IS INCREASED TO FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)

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 of other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as habe 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, but also to all such subsequent actions.

### **MODIFICATION OF MORTGAGE** (Continued)

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE NUARY 2,

	AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JAM 2018.
	GRANTOR:
ž *	X Lester Lampe ., indightuality
يتن يترتع	X Maurien Complet Maureen Lampert, Individually
	9,5
	THE LESTER LAMPERT TRUST AGREEMENT DATED MARCH 6, 2001, AS AMENDED AND RESTATED
€ =	By: Lester Lampert, Trustee of The Lester Lampert Trust Agreement dated March 6, 2001, as amended an I restated
	THE MAUREEN LAMPERT TRUST AGREEMENT DATED MARCH 5, 2001,
	A AMERICA AND DESTATED
۱. ۱ ۱	By: Aprille Temper
	By: Maureen Lampert, Trustee of The Maureen Lampert Trust Agreement dated March 6, 2001, as amended and restated  LENDER:  CIBC BANK USA FORMERLY KNOWN AS THE PRIVATEBANK AND TRUST COMPANY
	LENDER:
	CIBC BANK USA FORMERLY KNOWN AS THE PRIVATEBANK AND TRUST
	COMPANY
	16/1
	Authorized Signer

# MODIFICATION OF MORTGAGE (Continued)

	(Continued)	Page 4
	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF /1 LIVELS	3	
STATE OF	) ss	
COUNTY OF COOK	) 33 \	
COUNTY OF COOK		
Lampert, to me known to be the acknowledged that the signe	undersigned Notary Public, personally appeared Lester ne individuals described in and who executed the Modified the Modification as their free and voluntary act and	fication of Mortgage, and I deed, for the uses and
Given under my hand and office	is seal this 2nd day of Janny	, 20 18
By Chlun	seal this 22 day of Jamy Residing at 155 N. has	Men, Chrago, 1L
Notary Public in and for the Sta		*
My commission expires	OFFICIAL ROBERT WIN HOTARY PUBLIC-S MY COMMISSION E	KAUFMAN {
	TRUST ACKNOW'LEDGMENT	
STATE OF [LLINGI]	7	
COUNTY OFCOOK	ay of,	
On this da	ay of Jamy , will before in	, the undersigned Notary
executed the Modification of Modeed of the trust, by authority	fortgage and acknowledged the Modification to be the fr y set forth in the trust documents or, by authority of a nd on cath stated that he or she is authorized to execute	ree and voluntary act and statute, root the uses and
By then	Residing at 155 Nn	sola, Chayo 12
Notary Public in and for the Sta	ate of //hm OFFICIA	L SFAI
My commission expires	ROBERT W/ NOTARY PUBLIC - S MY COMMISSION E	KAUFMAN \$

1801746260 Page: 5 of 6

# **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE (Continued)

Page 5 TRUST ACKNOWLEDGMENT STATE OF LUNGUE ) ) SS **COUNTY OF** ) before me, the undersigned Notary On this day of Public, personally accepted Maureen Lampert, Trustee of The Maureen Lampert Trust Agreement dated March 6, 2001, as amended and restated, 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 cath stated that he or she is authorized to execute this Modification and in fact executed the Modification or behelf of the trust. By Notary Public in and for the State of OFFICIAL SEAL ROBERT W KAUFMAN 7/11/21 My commission expires **NOTARY PUBLIC - STATE OF ILLINOIS** De Clarts Orgina MY COMMISSION EXPIRES:07/11/21

### MODIFICATION OF MORTGAGE (Continued)

Page 6 LENDER ACKNOWLEDGMENT ) STATE OF ) **SS COUNTY OF** before me, the undersigned Notary day of On this Public, personally arreated fost USEL HOFEN and known to me to be the , authorized goods for CIBC Bank USA formerly known as The PrivateBank and Trust Company that executed the within and rollegoing instrument and acknowledged said instrument to be the free and voluntary act and deed of CIBC Bank U3A formerly known as The PrivateBank and Trust Company, duly authorized by CIBC Bank USA formerly known as The PrivateBank and Trust Company through its board of directors or otherwise, for the uses and purioses therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in ract executed this said instrument on behalf of CIBC Bank USA formerly known as The PrivateBank and Trust Company. azBc Residing at Notary Public in and for the State of "OFFICIAL SEAL" My commission expires LUCIA M. RASCOV Notary Public, State of Minois ly Commission Expires 08/26/19 Copr. D+H USA Corporation 1997, 2013. All Rights Reserved. LaserPro, Ver. 17.3.0.019

LaserPro, Ver. 17.3.0.019 Copr. D+H USA Corporation 1997, 2013. All Rights Reserved. - IL C:\Harland\CFI\LPL\G201.FC TR-36643 PF-117