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RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in interest to Manufacturers Bank Commercial Banking - South Region 16255 S. Harlem Avenue Tinley Park, IL 60477

Doc#: 0516412041

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 06/13/2005 09:43 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Sc. Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Zoan Doc. Specialist (ol) Trans #16177 Mc rigancial Bank, N.A. 6111 N. Piver Rd. Rosemoi t, IL 60018

MODIFICATION OF WORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2005, is made and executed between Patrick Lee Harrington and Valerie L. Harrington, Husband and Wife, in Joint Tenancy, whose address is 7824 Marquette Drive North, Tinley Park, IL 60477 (referred to below as "Grantor") and MS Financial Bank, N.A., successor in interest to Manufacturers Bank, whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 31, 1976 (he "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of May 31, 1996 executed by Patrick L. Harrington and Valerie L. Varington, his wife, as Tenants by the Entirety for the benefit of U.S. Bank N/K/A MB Financial Bank, N.A., Successor in Interest to Manufacturers Bank, recorded on June 10, 1996 as document no. 96438752; modified by Modification of Mortgage dated May 31, 1997 and recorded July 22, 1997 as document no. 97526254; modified by Modification of Mortgage dated May 31, 1998 and recorded June 3, 1998 as document no. 98463364; modified by Modification of Mortgage dated May 31, 1999 and recorded June 9, 1999 as document no. 99550698; modified by Modification of Mortgage dated June 5, 2000 and recorded June 29, 2000 as document no. 00485576; modified by Modification of Mortgage dated June 5, 2001 and recorded July 18, 2001 as document no. 0010637890; modified by Modification of Mortgage dated June 5, 2002 and recorded July 3, 2002 as document no. 0020735658; modified by Modification of Mortgage dated June 5, 2003 and recorded August 25, 2003 as document no. 0323729191; further modified by Modification of Mortgage dated June 5, 2004 and recorded June 8, 2004 as document no. 0416031112.

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

LOT 29 IN BRISTOL PARK UNIT ONE, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE

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SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7824 Marquette Drive, Tinley Park, IL 60477. The Real Property tax identification number is 27-36-104-007-0000

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of June 5, 2005 in the original principal amount of \$50,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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-signific 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.

CROSS COLLATERALIZATION. In addition to the Note, this Agreement secures the following described additional indebtedness: Any obligations for indebtedness pursuant to any Guaranty, loan documents or collateral documents executed by Guarantor shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2005.

SOM CO

GRANTOR:

Patrick Lee Harrington

Valerie L. Harrington

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MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 71388 LENDER: **SUCCESSOR** INTEREST TO BANK, N.A., **FINANCIAL MANUFACTURERS BANK** Authorized Signer INDIVIDUAL ACKNOWLEDGMENT) SS On this day before me, the undersigned Notary Public, personally appeared Patrick Lee Harrington and Valerie L. Harrington, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their ree and voluntary act and deed, for the uses and purposes therein mentioned. Given upder my hand and official seal this day of Residing at Notary Public in and for the State of ___ 'OFFICIAL SEAL My commission expires DEBORAH M. PAUER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expire s 03/08/2008

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(Continued) Loan No: 71388 Page 4 LENDER ACKNOWLEDGMENT }) SS day of June , 2005 before me, the undersigned Notary Public, personally appeared and known to me to be the , suthorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender: Residing at COOK (Qualy Notary Public in and for the State of My commission expires DEBORAH M. BAL Av Commission 5 To Office LASER PRO Lending, Ver. 5, 24,00,003, Copr. Harland Financial Solutions, Inc., 1997, 2005