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Doc#: 0620154071 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 07/20/2006 12:12 PM Pg: 1 of 5

Space Above This Line For Recording Data

This instrument was prepared by Kasey Abney, AMCORE Bank, N.A., P.O. Box 1957, Rockford, Illinois 61110-

When recorded return to Kassy Abney, AMCORE Bank N.A. Coml Loan Ops, P.O. Box 1957, Rockford, Illinois 61110-0457

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 6, 2006. The parties Clarks Office and their addresses are:

MORTGAGOR:

JOSEPH M. VACCARO 3440 S. Normal Avenue Chicago, Illinois 60616

DONNA J. VACCARO AS JOINT TENANTS 3440 S. Normal Avenue Chicago, Illinois 60616

LENDER:

AMCORE BANK, N.A.

Organized and existing under the laws of the United States of America 495 N. Riverside, Suite 110 Gurnee, Illinois 60031

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated October 27, 2005 and recorded on December 14, 2005 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at Document #0534833053 and covered the following described Property:

See Attached Exhibit "A"

TAX CODE:26-07-313-011-0000; 26-07-313-012-0000; 26-07-313-020-0000

The property is located in Cook County at 10554 S. Muskegon Avenue, Chicago, Illinois 60617.

Joseph M. Vaccaro **Illinois Real Estate Modification** IL/4Xabneyka00937100005187011060606Y

Initials

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2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:
 - (1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$1,040,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 56021005602109, dated June 6, 2006, from protigggor to Lender, with a loan amount of \$1,040,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.
 - (b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument, constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.
 - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.
- 4. ADDITIONAL TERMS. Maximum Obligation has been increased to \$1,040,000.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Joseph M. Vaccaro

(Seal)

Individually

Donna J. Vacca

(Seal)

Individually

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LENDER:	•
AMCORE Mank, N.A.	
By /// (Se	eal)
10000	
ACKNOWLEDGMENT. (Individual)	
, OF,,	OF ss.
This instrument was acknowledged before me this by Joseph M. Vaccaro , and Donna J. Vaccaro , AS	12 1 1 1 1 1 2
My commission expires:	JUINT TENANTS.
	(Notary Public)
0	O
	£
	OFFICIAL SEAL CRYSTAL JAY SOENKSEN
	NOTARY PUBLIC - STATE OF ILLINOIS IMY COMMISSION EXPIRES:05/24/08

94	
(Lender Acknowledgment)	C
OF	
This instrument was acknowledged before me this	12th cay of JUNE 2006
N.A., a corporation, on behalf of the corporation.	of AMCORE Bank,
My commission expires:	
,	Cryptalica: Societa
	(Notary Public)
	1/5
	OFFICIAL SEAL
	NOTARY PUBLIC: STATE OF HUMBER
	MY COMMISSION EXPIRES:05/24/08

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TRACT 1:

LOTS 2 AND 3 IN WISCONSIN STEEL WORKS SUBDIVISION IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1930 AS DOCUMENT 10819007, IN COOK COUNTY, ILLINOIS.

ALS0

THAT PART OF LOT 1 IN WISCONSIN STEEL WORKS SUBDIVISION IN THE SOUTHWEST 1/4 OF FRACTION SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1930 AS DOCUMENT 10819007, LYING SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 (ALSO BEING THE NORTH LINE OF EAST 106TH STREET) FROM A POINT ON THE EAST LINE OF SAID LOT 1 (ALSO BEING THE WEST LINE OF MUSKEGON AVENUE) 226.92 FEET NORTH AS MEASURED LYING SAID EAST LINE FROM THE SOUTHEAST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

TRACT 2:

AN IRREGULAR SHAPED TARCEL OF LAND IN THE EASTERLY PART OF BLOCK 53 IN NOTRE DAME ADDITION TO SOUTH CHICAGO. BEING A SUBDIVISION OF THE SOUTH 3/4 OF FRACTION SECTION 7, TOWNSHIP 37 NOPTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE EAST LINE OF SAID BLOCK 53 AND THE SOUTHEASTERLY LINE OF LOT "C", SAID FOINT OF INTERSECTION BEING 440.46 FEET DISTANT NORTH FROM THE SOUTHEAST CORVER OF SAID BLOCK; MEASURED ALONG SAID EAST LINE THEREOF; THENCE NORTH, ALONG SAID LAST MENTIONED LINE, A DISTANCE OF 30.17 FEET TO A POINT IN THE WESTERLY LINE OF FIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY AS CONVEYED TO IT BY QUIT CLAIM DEED DATED OCTOBER 14, 1938, FROM ALLAN W. BROWN, AND OTHERS, HEIRS AT LAW OF JOHN B. BROWN, DECEASED, RECORDED OCTOBER 21, 1938 IN BOOK 34703, PAGE 532 COOK COUNTY RECORDS) AS ESTABLISHED BY CHICAGO GUARANTEE SURVEY COMPANY PLAT O. SURVEY, REVISED AUGUST 2, 1943, SAID POINT BEING 110.24 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK; THENCE SOUTHWESTERLY ALONG SAID AFOREMENTIONED WESTERLY LINE (F RIGHT OF WAY OF THE GRANTOR, THE SAME BEING A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 587.50 FEET, AN ARC DISTANCE OF 331.69 FEET; THENCE NORTH 7 DECREES 44 MINUTES 35 SECONDS EAST, A DISTANCE OF 14.20 FEET. THENCE NORTH 10 DEGREES 27 MINUTES 45 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE NORTH 11 DEGREES 53 MINUTES 20 SECONDS EAST A DISTANCE OF 25.70 FEET; THENCE NORTH 15 DEGREES 05 MINJTES 50 SECONDS EAST, A DISTANCE OF 25.70 FEET; THENCE NORTH 16 DEGREES 17 MINUTES 35 SECONDS EAST, A DISTANCE OF 26.00 FEET; THENCE NORTH 18 DEGREES 13 MINULES 35 SECONDS EAST, A DISTANCE OF 26.20 FEET; THENCE NORTH 22 DEGREES 35 MINUTES 20 SECONDS EAST, A DISTANCE OF 26.80 FEET; THENCE NORTH 23 DEGREES 14 MINUTES 55 SECONDS EAST, A DISTANCE OF 27.60 FEET; THENCE NORTH 26 DEGREES 27 MINUTES 5

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SECONDS EAST, A DISTANCE OF 27.60 FEET; THENCE NORTH 31 DEGREES 16 MINUTES EAST, A DISTANCE OF 56.04 FEET TO A POINT OF INTERSECTION WITH A CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, THE SAME HAVING A RADIUS OF 1211.10 FEET, AN ARC DISTANCE OF 2.87 FEET TO A POINT OF TANGENCY (SAID LINE BEING THE SOUTHEASTERLY LINE OF LOT "C"); THENCE CONTINUING NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT "C" THE SAME BEING A STRAIGHT LINE TANGENT TO LAST DESCRIBED LINE AT SAID POINT OF CURVATURE, A DISTANCE OF 22.60 FEET TO THE POINT OF BEGINNING; EXCEPT THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF LOT 1 IN WISCONSIN STEEL WORKS SUBDIVISION (IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1930 AS DOCUMENT 10819007 SAID SOUTH LINE OF LOT 1 ALSO BEING THE NORTH LINE OF EAST 106TH STREET, FROM A POINT ON THE EAST LINE OF SAID LOT 1 (ALSO BEING THE WEST LINE OF MUSKEGON AVENUE) 226.92 FEET NORTH AS MEASURED ALONG SAID EAST LINE ENT 86.

COLUMN CLEARLY OFFICE FROM THE SOUTHEAST CORNER OF SAID LOT 1; AS DESCRIBED IN DEED TO GENERAL MILLS, INC., RECORDED AS LOCUMENT 86262610, IN COOK COUNTY, ILLINOIS.