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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Commercial Banking -
Southwest
475 E. 162nd Street
South Holland, IL 60473

**WHEN RECORDED MAIL TO:**

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

Doc#: 0626447087 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/21/2006 10:07 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

ol/Ln #5404000001/LR #3704, Loan Doc. Specialist
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated August 15, 2006, is made and executed between Jonathon B. Gammon and Carol B. Gammon, His Wife in Joint Tenancy, whose address is 16319 Prairie Ave., South Holland, IL 60473 (referred to below as "Grantor") and MB Financial Bank, N.A. whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 15, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 15, 1996 executed by Jonathan B. Gammon and Carol B. Gammon ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to South Holland Trust & Savings Bank ("Lender"), recorded on September 17, 1996 as document no. 96706996, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 17, 1996 as document no. 96706997 and recorded on October 15, 1996 as document no. 96787018.

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

THE EAST 27 FEET OF LOT 44 OF ARIE GOUWEN'S SUBDIVISION OF PART OF THE WEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 264 E. 162nd St., South Holland, IL 60473. The Real Property tax identification number is 29-15-308-057-0000.

4

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 5404000001

(Continued)

Page 2

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 August 15, 2006 in the original principal amount of \$25,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$50,000.00.

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 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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 2006.

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MODIFICATION OF MORTGAGE

Loan No: 5404000001

(Continued)

Page 3

GRANTOR:

x Carol B. Gammon
Carol B. Gammon

x Jonathan B. Gammon
Jonathan B. Gammon

LENDER:

MB FINANCIAL BANK, N.A.

x DPD Mico
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

On this day before me, the undersigned Notary Public, personally appeared **Carol B. Gammon and Jonathan B. Gammon**, 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of August, 2006.

By Candace L. Yehmert Residing at St. Holland

Notary Public in and for the State of IL

My commission expires 6/9/08



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 5404000001

Page 4

LENDER ACKNOWLEDGMENT

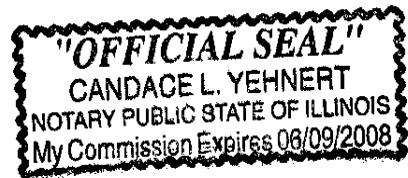
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 13th day of August, 2006 before me, the undersigned Notary Public, personally appeared Dean Demko and known to me to be the First Vice President authorized 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.

By Candace L. Yehmert Residing at South Holland

Notary Public in and for the State of Illinois

My commission expires 6/9/08



Cook County Clerk's Office