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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. **Business Banking Lending** 6111 N. River Road Rosemont, IL 60018

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation

6111 N. River Rd.

Rosemont, IL 60018



0635331022 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/19/2006 10:18 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Richard Huttel/TR #23959 MB Financial Bank, N.A. 6111 N. River Rd. Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated November 16, 2006, is made and executed between Elmer S. Redd and Lillie B. Redd, in joint tenancy, whose address is 9856 S. Prospect Avenue, Chicago, IL 60643 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 16, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 16, 2001 executed by Elmer S. and Lillie B. Redd ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on March 20, 2002 as document no. 0020313795, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on March 20, 2002 as document no. 0020313796.

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

LOT 61 IN M.M. DOWN'S ADDITION TO CALUMET CITY, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, 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 1690 Patricia Place, Calumet City, IL 60409. The Real Property tax identification number is 29-01-420-001-0000.

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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4210532

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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 November 16, 2006 in the original principal amount of \$165,831.77 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 \$331,663.54.

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 CON-

NECTION WITH THIS AGREEMENT OR ANY AMENONENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE

ANY DISPUTE OR AGREEMENT OR III FROM **ARISING** RELATED TO THIS DELIVERED CONTROVERSY IN CONNECTION WITH, IN

OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, FURTHERANCE OF, DOCUMENT OR AGREEMENT RELATED

THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY:

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 GRANTOP MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, PELATED 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 NOVEMBER 16, 2006.

GRANTOR:

Elmer S. Redd

Pin R Radd

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4210532	(Continued)	Page 3
GRANTOR:		
X_ blow A. Redd		
X Julia, B. Kedd	Pedd	
LENDER:		
MB FINANCIAL BANK, N.A.	Orc	
X Xund L. C. Authorized Signer VIN /	PAR SELBY	
	INDIVIDUAL ACK! JOWLEDGMENT	
STATE OF COOK) es	
On this day before me, the unders	signed Notary Public, personally appeared Elmer S.	Redd and Lillie B. Redd, to
me known to be the individua acknowledged that they signed t purposes therein mentioned.	als described in and who executed the Modification as their free and voluntary act ar	calon of Mortgage, and nd deed, for the uses and
Given under my hand and official	seal this 4th day of Decemb	er 0,2006.
By Rosa Ayala	Residing at 6111 N.	River Road, Roun
Notary Public in and for the State		
My commission expires	5. 23. 2010 "OFFI NOTARY PUB	CIAL SEAL" DSA AYALA BLIC STATE OF ILLINOIS sion Expires 05/23/2010

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4210532	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OF)	
COUNTY OFCODK) SS	
the Lender through its board of oath stated that he or she is corporate seah of said Lender. By	se of Therpis 5.23.200 NOTAR My Cor	ses therein mentioned, and on d that the seal affixed is the
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