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Doc#: 0705857222 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2007 01:33 PM Pg: 1 of 6

RECORDATION REQUESTED BY:
BARRINGTON BANK & TRUST
COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

WHEN RECORDED MAIL TO:
BARRINGTON BANK & TRUST
COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Paul M. Stagen, Commercial Banking Associate
BARRINGTON BANK & TRUST COMPANY, N.A.
201 S. HOUGH STREET
BARRINGTON, IL 60010

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 01-19-2007, is made and executed between Lorne W. Burke and Marylee N. Burke, as husband and wife, as tenants by the entirety (referred to below as "Grantor") and BARRINGTON BANK & TRUST COMPANY, N.A., whose address is 201 S. HOUGH STREET, BARRINGTON, IL 60010 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 24, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 7, 2005 in Cook County, Illinois as document 0503802325.

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

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 254 Donlea Road, Barrington, IL 60010-4015. The Real Property tax identification number is 01-04-205-011-0000.

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

Increase the credit limit to \$350,000.00.

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 endorser 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

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MODIFICATION OF MORTGAGE (Continued)


Loan No: 0001

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 01-19-2007.


GRANTOR:

X 
Lorne W. Burke

X 
Marylee N. Burke

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 0001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

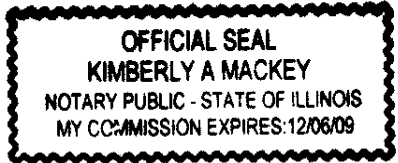
On this day before me, the undersigned Notary Public, personally appeared **Lorne W. Burke and Marylee N. Burke**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of January, 2007.

By [Signature] Residing at Lake Zurich IL

Notary Public in and for the State of Illinois

My commission expires 12-06-2009



LENDER ACKNOWLEDGMENT

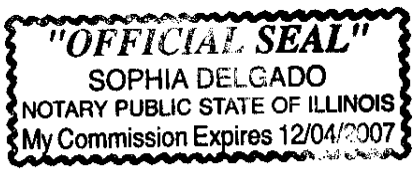
STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 19th day of January, 2007 before me, the undersigned Notary Public, personally appeared Kim Mackey and known to me to be the officer, 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 [Signature] Residing at Barrington

Notary Public in and for the State of ILLINOIS

My commission expires 12-4-07



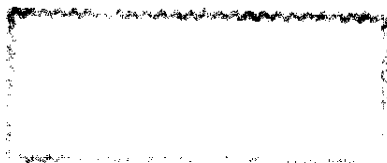
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EXHIBIT A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 123.0 FEET TO A POINT ON THE CENTER LINE OF A PUBLIC ROAD (DONLEA ROAD) THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD ON THE FOLLOWING DESCRIBED COURSE SOUTH 25 DEGREES 48 MINUTES 30 SECONDS WEST 185.40 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 32 SECONDS WEST 551.79 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES WEST 687.16 FEET; THENCE SOUTH 39 DEGREES 53 MINUTES 15 SECONDS WEST, 375.0 FEET; THENCE SOUTH 55 DEGREES 04 MINUTES 04 SECONDS WEST, 500.01 FEET; THENCE SOUTH 61 DEGREES 07 MINUTES 09 SECONDS WEST, 174.9 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE 663.0 FEET; THENCE IN A NORTHWESTERLY DIRECTION FROM THE CENTER LINE OF SAID PUBLIC ROAD, ON A BEARING OF NORTH 07 DEGREES 58 MINUTES 51 SECONDS WEST, 476.3 FEET; THENCE NORTH 74 DEGREES 27 MINUTES 09 SECONDS EAST, 452.0 FEET; THENCE SOUTH 38 DEGREES 12 MINUTES 51 SECONDS EAST, 346.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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TICOR TITLE INSURANCE COMPANY

116 N. CHICAGO ST., #203, JOLIET, IL 60432

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. 2000

Loan No.

Date _____

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:

2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:

3. That all management fees, if any, are fully paid, except the following:

4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
8. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling, not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. [DELETE STATEMENT IF NOT APPLICABLE.]

The undersigned makes the above statement for the purpose of inducing Ticor Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Maryke Burke
Print Name

Loene Burke
Subscribed and sworn to before me this _____
day of _____, 20____

Notary Public

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____, 20____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____

Signature _____