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Doc#: 0707955164 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 03/20/2007 12:31 PM Pg: 1 of 4

MOUNT PROSPECT NATIONAL BANK AMENDMENT TO MORTGAGE

TICOR

THIS AMENDMENT TO MORTGAGE (this "Amendment") is dated as of December 1, 2006 and is made by and between Laura Cervantes A/K/A Laura Perez of 21665 Morning Dove Court, Kildeer, IL 60047 (the "Grantor") and Mount Prospect National Bank, a national banking association having an office at 50 N. Main Stree, Mount Prospect, Illinois 60056 (the "Lender").

WITNESSETH:

whereas, Grantor has previously executed and delivered to Lender a certain Mortgage dated as of November 1, 2006 (the "Mortgage") encumbering certain property more particularly described therein, including the real property which is legally described on Exhibit A attached hereto and made a part hereof. The Mortgage was recorded with the Cook County Recorder of Deeds on 12/01/2006 as document number 0633555188;

whereas, the Mortgage secured cercain obligations which were more specifically referred to therein and further secured any and all notes issued in renewal of the obligations defined therein or issued in substitution or replacement therefore;

whereas, Grantor wishes to further identify certain obligations which are secured by the Mortgage to include, in addition to the obligations, debts and liabilities currently described in the Mortgage, certain protective advances made or to be made by Lender for the benefit of Borrower in the approximate amount of \$955,000.00 (the "Protective Advance") which advance is being made for the purpose of paying certain taxes on property commonly known as 1160-1220 Dundee Road, Palatine, Illinois.

Prepared by and after recording return to:

Mount Prospect National Bank 50 North Main Street Mount Prospect, Illinois 60056 Attn: John C. Beresheim

Property Common Address:

214 E. 22nd Street Chicago Heights, IL 60411

PIN(s): 32-28-108-001-0000

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WHEREAS, the "Note" described in the Mortgage was never funded by Lender, and the proceeds thereof were never received by Grantor or Borrower.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. All terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.
- 2. The Mortgage is hereby modified and amended to the extent necessary to indicate that in addition to all obligations secured in the section of the Mortgage entitled "cross Collateralization," the Mortgage secures the repayment of the Protective Advance and all interest accrued thereon and all fees (including, without limitation, reasonable attorneys fees) and expenses, if any, incurred by Lender in attempts to collect payment are on or in connection with the Protective Advance.
- 3. The definition of the word "Indebtedness" as used in the Mortgage shall hereafter mean all principal, interest and other amounts payable in connection with the Protective Advance and sil amendments or modifications of the Protective Advance, or any promissory note giver, in full or partial payment of the Protective Advance. "Indebtedness" shall further mean all obligations, debts and liabilities, plus interest thereon, of either Grantor or Excepter to Lender whether now existing or hereafter arising, all as described in the section of the Mortgage entitled "Cross Collateralization."

IN WITNESS WHEREOF, the Granto: has executed this Amendment as of the date first above written.

GRANTOP '

laura cervanatā

Laura Cervantes, individually

LAURĄ PEREZ

Laura Perez, indiv**i**dually

LENDER:

MOUNT PROSPECT NATIONAL BANK,

a national banking association

Bv:

John C. Beresheim

Senior Vice President

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STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
aforesaid, DO HEREBY CERTIFY person by whom above and foregoi this day in person, and acknowledge instrument as a free and voluntary as	ry Public, in and for said County, in the State that Laura Cervantes A/K/A Laura Perez, the ing instrument was executed, appeared before me ed before me that she signed and delivered the said act for the uses and purposes therein set forth. Seal, this 15 day of Lucy Ler Jook.
Thyleir & Grannel	"OFFICIAL SEAL" Phyllis R. Giannelli Notary Public, State of Illinois Cook County My Commission Expires Oct. 29, 2010
Coop	
STATE OF ILLINOIS) SS	· C
COUNTY OF COOK)	

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that John Beresheim, the Senior Vice President of Mount Prospect National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Bank.

GIVEN under my hand and Notarial Seal, this 15 day of Lecendral

Notary Public

OWARD OR HANDIO

"OFFICIAL SEAL" Phyllis R. Giannelli Notary Public, State of Illinois Cook County

My Commission Expires Oct. 29, 2010

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EXHIBIT A LEGAL DESCRIPTION

LOT 24 IN BLOCK 144 IN CHICAGO HEIGHTS, A SUBDIVISON OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 32-28-108-001-0000

Cook County Clerk's Office 214 E. 22nd Street, Chicago Heights, IL 60411 COMMONLY KNOWN AS: