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RECORDATION REQUESTED BY:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153



Doc#: 0712802261 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/08/2007 02:52 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

SEND TAX NOTICES TO:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Stephanie Aguilar, Administrative Assistant
First Suburban National Bank
150 S. Fifth Avenue
Maywood, IL 60153

Cook County Clerk's Office
BX 162
Quaranta, Inc.
O'Connor Title
Services, Inc.
06/6/07

MODIFICATION OF MORTGAGE

71280101

THIS MODIFICATION OF MORTGAGE dated March 14, 2007, is made and executed between Terry Gallagher (referred to below as "Grantor") and First Suburban National Bank, whose address is 150 S. Fifth Avenue, Maywood, IL 60153 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 14, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 5, 2006 as Doc #0627802238 by the Cook County Recorder of Deeds.

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

Lot 10 (except that part taken for widening North Ashland Avenue), in Block 1 in Summerdale Park, being a Subdivision of the South 1/2 of the Northeast 1/4 of the Northeast of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 5434 North Ashland Avenue, Chicago, IL 60640. The Real Property tax identification number is 14-07-207-039.

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

The original Promissory Note dated September 14, 2006, originally maturing on March 14, 2007, in the original amount of \$460,000.00 from Terence Gallagher to First Suburban National Bank is now modified as follows: Increase the Credit Limit to \$480,000.00 therefore the maximum principal amount of this Mortgage excluding protective advances is increased to \$960,000.00. All other terms and conditions remain unchanged.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 96006355

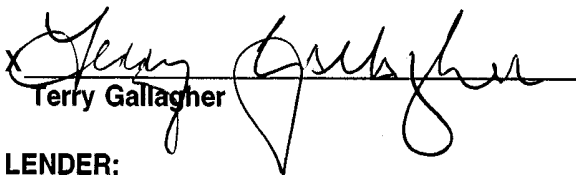
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respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute 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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

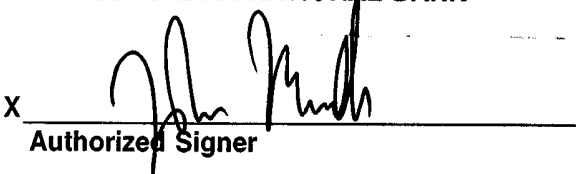
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 14, 2007.

GRANTOR:

x 
Terry Gallagher

LENDER:

FIRST SUBURBAN NATIONAL BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 96006355

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

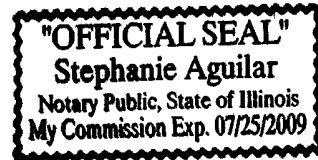
On this day before me, the undersigned Notary Public, personally appeared **Terry Gallagher**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of March, 20 07

By Stephanie Aguilar Residing at _____

Notary Public in and for the State of IL

My commission expires 07/25/09



LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 14th day of March, 2007 before me, the undersigned Notary Public, personally appeared John Mueller and known to me to be the Commercial Loan 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 Stephanie Aguilar Residing at _____

Notary Public in and for the State of IL

My commission expires 07/25/09

