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RECORDATION REQUESTED BY:

MARQUETTE BANK Corporate Center 10000 West 151st Street Orland Park, IL 60462

Doc#: 0716255096 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 06/11/2007 12:58 PM Pg: 1 of 5

WHEN RECORDED MAIL TO: MARQUETTE BANK Corporate Center 10000 West 151st Street

Orland Park, IL 60462

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
K.Hamb, Credit Administration
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 20, 2007, is made and executed between Edward A. Grzywacz and Karen Grzywacz, husband and wife, as tenants by the entirety, whose address is 14010 Fermoy Avenue, Orland Park, IL 60462 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document No. 0514504191 on May 25, 2005 as amended by a Modification of Mortgage recorded on February 24, 2006 in the Office of the Cook County Recorder of Deeds.

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

LOT 28 IN BUNRATTY ESTATES OF ORLAND PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14010 Fermoy Avenue, Orland Park, IL 60462. The Real Property tax identification number is 27–05–300–005.

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

In addition, the term "Note" defined in the original mortgage has been expanded to include the promissory note dated April 20, 2007 in the original principal amount of \$150,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements. The interest rate on the Notes is a variable interest rate based upon an index. The index currently is 8.25% per annum. Payments on the Notes are to be made in accordance with the repayment schedule as specified on the respective notes. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the

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MODIFICATION OF MORTGAGE

(Continued)

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commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 20, 2007.

GRANTOR:

Edward A. Grzywacz

Karen Grzywacz

LENDER:

MARQUETTE BANK

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UNOFFICIAL COMMODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACK	(NOWLEDGMENT	
STATE OF Denois)	
COUNTY OF COOK) SS)	
On this day before me, the undersigned Notary Public, Grzywacz, to me known to be the individuals described acknowledged that they signed the Modification as their fr therein mentioned.	In and who executed the Medification of Markets	
Given under my hand and official seal this <u>64</u>	day of <i>lprel</i> , 20 <i>0</i> 7	ţ
By Mary Hacla Or	Residing at Margiette Bush	<u></u>
Notary Public in and for the State of		
My commission expires 5/16/07	MARY HACKER MARY Public, State of Illinois MARY Public State of Illinois MARY Public State of Illinois MARY Public State of Illinois	
LENDER ACKNO	OWLEDGMENT	
STATE OF <u>Idlinais</u>) ss 7	
On this 34 day of Africa	, \mathcal{S} before me, the undersigned Not and known to me to be the ()	-
acknowledged said instrument to be the free and voluntary ender through its board of directors or otherwise, for the unhat he or she is authorized to execute this said instrument ender.	ISAS and nurnosas therein mentioned, and an art	the
By Mary Hacker	Residing at Margiette Bash	•
Notary Public in and for the State of		
My commission expires 5/16/07	<u> </u>	
,	Principal	

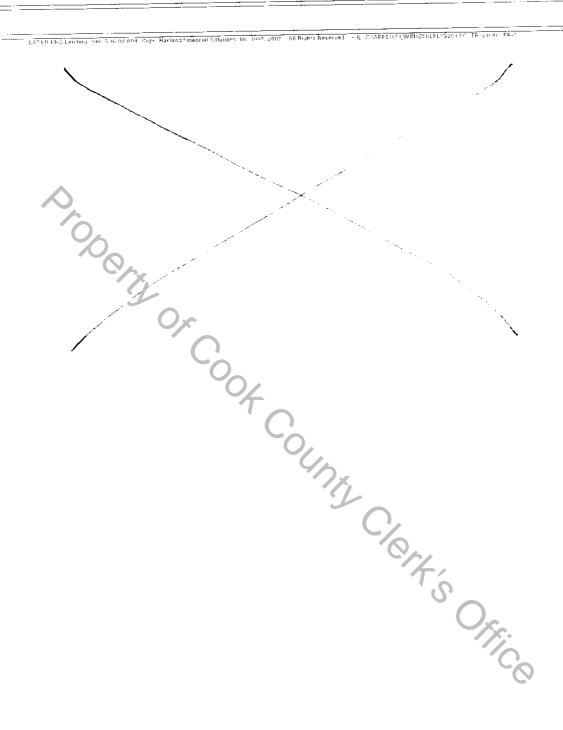
"OFFICIAL SEAL" MARY HACKER
Notary Public, State of Illinois
My Commission Expires 5/16/07

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MODIFICATION OF MORTGAGE (Continued)

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SCHEDULE A

THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN NEW BUFFALO CITY, BERRIEN COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

UNIT 13, DUNEWOOD CONDOMINIUMS, ACCORDING TO THE MASTER DEED, RECORDED JANUARY 8, 1987, IN LIBER 30 OF CONDOMINIUMS, PAGES 1 THROUGH 54, INCLUSIVE; AMENDED BY FIRST AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 55 THROUGH 66, INCLUSIVE; AMENDED BY SECOND AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 67 THROUGH 83, INCLUSIVE; AMENDED BY THIRD AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 84 THROUGH 91, INCLUSIVE; AMENDED BY FOURTH AMENIMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 92 THROUGH 93, INCLUSIVE; AMENDED BY FIFTH AMENDMENT TO MASTER DEED. RECORDED IN LIBER 30 OF CONDOMINIUMS, FAGES 94 THROUGH 113, INCLUSIVE; AMENDED BY SIXTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 114 THROUGH 128, INCLUSIVE; AMENDED BY SEVENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 129 TEROUGH 140, INCLUSIVE; AMENDED BY EIGHTH AMENDMENT TO MASTER DEED, RECORDED IN LIPER 30 OF CONDOMINIUMS, PAGES 141 THROUGH 161, INCLUSIVE; AMENDED BY NINTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS. PAGES 162 THROUGH 172, INCLUSIVE: AMENDED BY TENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINUMS, PAGES 173 THROUGH 183, INCLUSIVE; AMENDED BY ELEVENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 184 THROUGH 194, INCLUSIVE; AMENDED BY THELFTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 195 THE OUGH 206, INCLUSIVE; AMENDED BY THIRTEENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 207 THROUGH 220, INCLUSIVE; AMENDED BY FOURTEENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 221 THROUGH 297 AND RE-RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 232 THROUGH 237, INCLUSIVE; AMENDED BY FIFTEENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 238 THROUGH 246, INCLUSIVE; AMENDED BY AFFIDAVIT IN AID OF TITLE, RECORDED IN LIFER 39 OF CONDOMINIUMS, PAGES 247 THROUGH 249, INCLUSIVE; AMENDED BY AFFIDAVIT IN AID OF TITLE, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 250 THROUGH 253, INCLUSIVE; AND AMENDED BY SIXTEENTH AMENDMENT TO MASTER DEED, RECORDED IN LIBER 30 OF CONDOMINIUMS, PAGES 254 THROUGH 271, INCLUSIVE, BERRIEN COUNTY RECORDS AND ANY FURTHER AMENDMENTS THERETO, IF ANY AND DESIGNATED AS BERRIEN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 39, WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FOR THE IN SAID MASTER DEED AND AS DESCRIBED IN ACT 538 OF THE PUBLIC ACTS OF 1982, AS AMENDED.

11-62-1701-0013-00-0