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0717210118

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BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

Doc#: 0717210118 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/21/2007 04:16 PM Pg: 1 of 4

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BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
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BRICKYARD BANK  
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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60712-3631

**The Talon Group#**

1471836  
10/7

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 18, 2007, is made and executed between TARQUINO F. JARA, whose address is 4938 W. CARMEN, CHICAGO, IL 60630 (referred to below as "Grantor") and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60712-3631 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 18, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE DATED 08-18-06 AND RECORDED 08-22-2006 AS DOCUMENT NUMBER 0623456001 FROM TARQUINO F. JARA TO BRICKYARD BANK IN THE AMOUNT OF \$583,000.00.**

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

UNIT NUMBERS 2 AND 3 IN 4940 N. RIDGEWAY CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND; LOT 8 AND THE SOUTH 1/2 OF LOT 7 IN BLOCK 1 IN HILL'S ADDITION TO ALBANY PARK IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1913 AS DOCUMENT 5209347 WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 27, 2006 AS DOCUMENT NUMBER 0627010000, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

THE EXCLUSIVE RIGHT TO THE USE OF S-2, S-3, P-2 AND P-3, AS LIMITED COMMON ELEMENTS, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND SURVEY ATTACHED THERETO.

The Real Property or its address is commonly known as 4940 N. RIDGEWAY AVE, CHICAGO, IL 60625. The Real Property tax identification number is 13-11-317-020-0000 Vol. 0331.

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

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

EXTEND ADDITIONAL FUNDS IN THE AMOUNT OF \$11,029.00 AND EXTEND MATURITY DATE TO AUGUST 18, 2007. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED FEBRUARY 18, 2007 IN THE AMOUNT OF \$278,414.69.

**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.

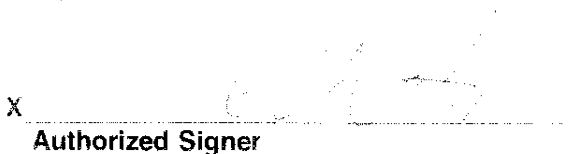
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 18, 2007.**

GRANTOR:

X   
TARQUINO F. JARA

LENDER:

BRICKYARD BANK

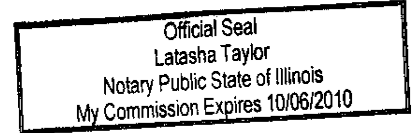
X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )



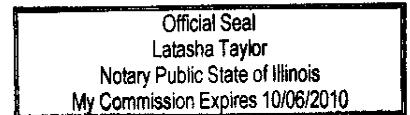
On this day before me, the undersigned Notary Public, personally appeared **TARQUINO F. JARA**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 19<sup>th</sup> day of March, 2007

By Latasha Taylor Residing at 2224 Madison Place  
 Notary Public in and for the State of IL Evanston, IL 60202  
 My commission expires 10-6-2010

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )



On this 19<sup>th</sup> day of March, 2007 before me, the undersigned Notary Public, personally appeared Paul Ponticelli and known to me to be the SVP, 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 Latasha Taylor Residing at 2224 Madison Place  
 Notary Public in and for the State of IL Evanston IL 60202  
 My commission expires 10-6-2010