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RECORDATION REQUESTED BY:
DELAWARE PLACE BANK
190 E. DELAWARE PLACE
CHICAGO, IL 60611-1719



Doc#: 0732509018 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/21/2007 01:42 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
DELAWARE PLACE BANK
190 E. DELAWARE PLACE
CHICAGO, IL 60611-1719

SEND TAX NOTICES TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Rita Williams
Delaware Place Bank
190 E. Delaware Place
Chicago, IL 60611-1719

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 16, 2007, is made and executed between Raymond Smith, Jr., Trustee under trust known as Trust Number 101 (referred to below as "Grantor") and DELAWARE PLACE BANK, whose address is 190 E. DELAWARE PLACE, CHICAGO, IL 60611-1719 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 23, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

First mortgaged and assignment of rents Recorded November 4, 2003 in the Cook County Recorder's as Document #s 0330832055 and 0330832056 respectively.

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

North 1/2 of Lot 18, Block 5 of Snow and Dickinson's Subdivision of Block 4, 5, 6 (except the North 50 feet thereof) in Charles Busby's Subdivision of the South 1/2 of the Southwest 1/4 (except 2 1/2 acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian Cook County, Illinois.

The Real Property or its address is commonly known as 6124-28 S. Ingleside Ave., Chicago, IL 60637. The Real Property tax identification number is 20-14-308-025-0000.

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

The principal amount of the mortgage is hereby increased from \$616,942.00 to \$775,000. .

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

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MODIFICATION OF MORTGAGE

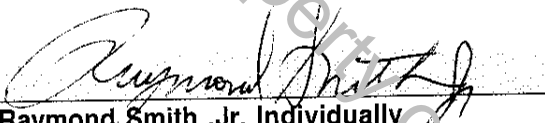
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Loan No: 9910407-01

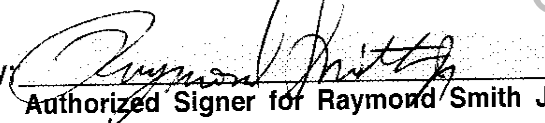
Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released 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 AUGUST 16, 2007.

GRANTOR:

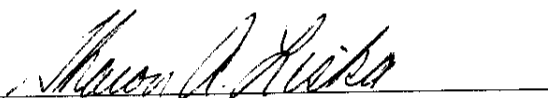
X 
Raymond Smith, Jr, Individually

RAYMOND SMITH JR., AS TRUSTEE UNDER TRUST NUMBER 101

By 
Authorized Signer for Raymond Smith Jr., as Trustee under
Trust Number 101

LENDER:

DELAWARE PLACE BANK

X 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

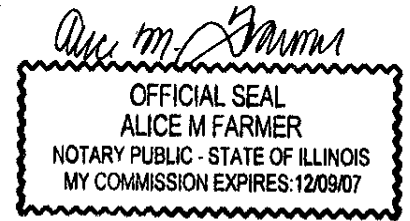
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Loan No: 9910407-01

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **Raymond Smith, Jr.**, 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 16th day of AUGUST, 20 07

By Alice M. Farmer *Alice M. Farmer* Residing at 190 E. Delaware

Notary Public in and for the State of ILLINOIS Chicago, IL 60611

My commission expires 12/09/07

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)



On this 16th day of AUGUST, 2007 before me, the undersigned Notary Public, personally appeared Raymond Smith, Jr., **Raymond Smith Jr., as Trustee under Trust Number 101**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Alice M. Farmer *Alice M. Farmer* Residing at 190 E. Delaware

Notary Public in and for the State of ILLINOIS Chicago, IL 60611

My commission expires 12/09/07

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9910407-01

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)



On this 16th day of AUGUST, 2007 before me, the undersigned Notary Public, personally appeared Sharon Liska and known to me to be the Vice President, 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 Alice M. Farmer

Residing at 190 E. Delaware
Chicago, IL 60601

Notary Public in and for the State of ILLINOIS

My commission expires 12/09/07

Cook County Clerk's Office