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#### RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Home Equity/Consumer Lending 6111 N. River Road Rosemont, IL 60018

#### WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018



Doc#: 0807108237 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 03/11/2008 11:10 AM Pg: 1 of 4

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This Modification of Mortgage prepared by:

DMacias\30227 MB Financial Bank, N.A. 6111 N. River Rd. Rosemont, IL 60018



MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated February 23, 2008, is made and executed between Daniel Precious and Sheila Precious, not as joint tenants or tenants in common but as tenants by the entirety, whose address is 1525 Ammer Rd., Glenview, IL 60025 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "trader").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 27, 2007 [the "Mortgage"] which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 27, 2007 executed by Daniel Precious and Sheila Precious ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on February 21, 2007 as document no. 0705215119.

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

PARCEL 1: LOT 8 IN AMMER ROAD TOWNHOMES SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT A AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT 92069192 AND AS CREATED BY DEED RECORDED DECEMBER 21, 1993 AS DOCUMENT 03049255

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#### MODIFICATION OF MORTGAGE

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PARCEL 3: EASEMENT FOR DECKS AND PURPOSES OVER OUTLOT A AS SET FORTH BY DECLARATION RECORDED AS DOCUMENT 92069192 AND AS CREATED BY DEED RECORDED DECEMBER 21, 1993 AS **DOCUMENT 03049255** 

The Real Property or its address is commonly known as 1525 Ammer Rd., Glenview, IL 60025. The Real Property tax identification number is 04-26-203-097-0000.

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

The definition of "Note or Credit Agreement" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note or Credit Agreement" means that certain Credit Agreement dated as of February 23, 2008 in the original principal amount of \$315,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$315,000.00.

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 intertion 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 encorser, 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 wriver 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 23, 750 Price 2008.

**GRANTOR:** 

**Daniel Precious** 

LENDER:

MB FINANCIAL BANK, N.A.

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# UNOFFICIAL COP MODIFICATION OF MORTGAGE

(Continued) Loan No: 139158565 Page 3

INDIVIDUAL ACKNOWLEDGMENT				
STATE OF ULLLACS	)			
country of Suracy	) SS )			
to me known to be the individuals described in a acknowledged that they socied the Modification as t	personally appeared Daniel Precious and Sheila Precious, and who executed the Modification of Mortgage, and their free and voluntary act and deed, for the uses and			
Given under my hand and official seal this	day of Flbruary, 2008.  Residing at 2200 Mante of Coccest			
Notary Public in and for the State of $\frac{1}{2}$				
	J. Clark			

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT				
STATE OF <u>CHEATER</u>		)		
COUNTY OF Desire		) SS }		
authorized acknowledged said instrument to be the Lender through its board of dir	gent for the Lender that e e the free and voluntary ac rectors or otherwise, for t	xecuted the ct and deed he uses and	before me, the undersigned Notary and known to me to be the within and foregoing instrument and of the said Lender, duly authorized by purposes therein mentioned, and on ent and that the seal affixed is the	
Notary Public in and for the State o		esiding at	<u> </u>	
My commission expires	4	)×,	"OFFICIAL SEAL" SHARRON E. BLOOMFIELD NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 01/22/2012	
LASER PRO Lending, Var. 5.33 (	30,004 Copy, Herfand Financial Solutions, Inc. 1997, 2004. A	C	PSICEPLIG201.FC 1R 30227 PR 40	