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**RECORDATION REQUESTED BY:** 

MB Financial Bank, N.A. Mortgage Lending 6111 N. River Road Rosemont, IL 60018 Doc#: 0834403046 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/09/2008 10:31 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Mortgage Lending 6111 N. River Road Rosemont, IL 60018

SEND TAX NOTICES TO:

MB Financial Bank, N.A. Mortgage Lending 6111 N. River Road Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Natalie I. Abarra, Mortgage Closur
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

### MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated November 1, 2008, is made and executed between Thomas S. Abrams and Nancy J. Abrams, whose address is 502 S. loka Avenue, Mount Prospect, IL 60056 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Rogal, Gosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of October 24, 2003 executed by Thomas S. Abrams and Nancy J. Abrams ("Grantors") for the benefit of MB Financial Bank, N.A. successor in interest to Oak Brook Bank ("Lender"), recorded on November 21, 2003 as document no. 0332504188.

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

Lot 2 in Block 7 in Prospect Park Country Subdivision of the South East Quarter of Section 11 and the South 15 Acres of the East Half of the North East Quarter of Section 11, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 502 S. loka Avenue, Mount Prospect, IL 60056. The Real Property tax identification number is 08-11-419-013-0000.

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#### MODIFICATION OF MORTGAGE

(Continued) Loan No: 201384 Page 2

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of November 1, 2008 in the original principal amount of \$ 424,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time. .

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 viting. 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 NOVEMBER 1, County Clark's Office 2008.

**GRANTOR:** 

Thomas S. Abrams

Nancy J. Abrams

LENDER:

MB FINANCIAL BANK, N.A.

**Authorized Signer** 

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### MODIFICATION OF MORTGAGE

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	INDIVIDUAL ACKNOWLEDGME	NT
STATE OF	<u> </u>	
COUNTY OF COOK	) ss 	
Abrams, to me known to be the in acknowledged that they signed the purposes therein mention it.	ndividuals described in and who execut ne Modification as their free and volur	red Thomas S. Abrams and Nancy J. ted the Modification of Mortgage, and ntary act and deed, for the uses and
Given under my hand and official so	eal this day of	OCTOBER , 20 08.
By Monin Box	Residing at _	M PROPER
Notary Public in and for the State of My commission expires	21 20(D) NOT	OFFICIAL SEAL"  MARCIN BOS TARY PUBLIC STATE OF ILLINOIS Commission Expires 11/21/2010
	LENDER ACKNOWLEDGMENT	-
STATE OF	) SS	
and acknowledged said instrument authorized by MB Financial Bank, I		deed of MB Financial Bank, N.A., duly otherwise, for the uses and purposes
Notary Public in and for the State of My commission expires	21/2010 NO	OFFICIAL SEAL' MARCIN BOS TARY PUBLIC STATE OF ILLINOIS Commission Expires 11/21/2010

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# MODIFICATION OF MORTGAGE (Continued)

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