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RECORDATION REQUESTED BY:

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



Doc#: 0906911218 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/10/2009 12:31 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

FIRST AMERICAN TITLE

ORDER #

293285

MTL

3

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2009, is made and executed between PATRICK J. O'BRIEN and KATHRYN O'BRIEN, HUSBAND AND WIFE, AS JOINT TENANTS, whose address is 6849 N. KEELER, LINCOLNWOOD, IL 60712 (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 January 10, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED JANUARY 10, 2008 AND RECORDED JANUARY 23, 2008 AS DOCUMENT NUMBER 0802305220 FROM PATRICK J. O'BRIEN AND KATHRYN O'BRIEN TO BRICKYARD BANK IN THE AMOUNT OF \$85,000.00.

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

LOT 3 IN FOLSOM'S SUBDIVISION OF LOT 28 IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7670 S. COLES AVE, CHICAGO, IL 60649. The Real Property tax identification number is 21-30-317-035-0000.

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

CHANGE INTEREST RATE TO 6.75% AND EXTEND MATURITY DATE TO JANUARY 10, 2010. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED JANUARY 10, 2009 IN THE AMOUNT OF \$85,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE (Continued)

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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 JANUARY 10, 2009.

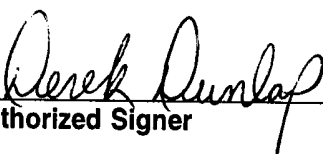
GRANTOR:

X 
 PATRICK J. O'BRIEN

X 
 KATHRYN C. SHAHBAZ O'BRIEN

LENDER:

BRICKYARD BANK

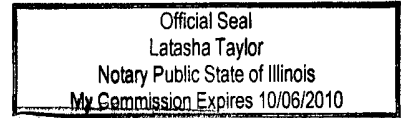
X 
 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)



On this day before me, the undersigned Notary Public, personally appeared **PATRICK J. O'BRIEN and KATHRYN C. SHARPAZ O'BRIEN**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of February, 20 09

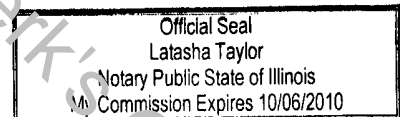
By [Signature] Residing at Evanston, Ill

Notary Public in and for the State of Illinois

My commission expires 10/6/2010

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)



On this 4th day of February, 2009 before me, the undersigned Notary Public, personally appeared Derrick Dunlap and known to me to be the Commercial loan officer authorized agent for **BRICKYARD BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRICKYARD BANK**, duly authorized by **BRICKYARD BANK** 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 in fact executed this said instrument on behalf of **BRICKYARD BANK**.

By [Signature] Residing at Evanston, Ill

Notary Public in and for the State of Illinois

My commission expires 10/6/2010