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Doc#: 0910555084 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/15/2009 03:28 PM Pg: 1 of 3

RECORDATION REQUESTED BY:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177

WHEN RECORDED MAIL TO:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177

SEND TAX NOTICES TO:

American Eagle Bank
556 Randall Road
South Elgin, IL 60177

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Residential Loan Department
American Eagle Bank
556 Randall Road
South Elgin, IL 60177

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 9, 2009, is made and executed between LINDA M FOSTER and MICHAEL A FOSTER, whose address is 3115 CONCORD COURT, NORTHBROOK, IL 60062 (referred to below as "Grantor") and American Eagle Bank, whose address is 556 Randall Road, South Elgin, IL 60177 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

A Junior Lien Mortgage dated July 21, 2003 in the original amount of \$120,000.00 and recorded on October 14, 2003 as document no. 0328713126 in Cook County, Illinois as modified by Modification of Mortgage in the amount of \$325,000.00 dated September 14, 2006 and recorded on November 27, 2006 as document no. 0633150007 in Cook County, Illinois.

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

LOT 37 IN BLOCK 104 IN WHITE PLAINS UNIT 7, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3115 CONCORD COURT, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-08-204-037.

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

The Credit Limit is hereby decreased from the modified amount of \$325,000.00 to \$217,000.00, in accordance with the Credit Agreement and Disclosure dated April 9, 2009, which represents a renewal and replacement of the Credit Agreement and Disclosure dated September 14, 2006.

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

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MODIFICATION OF MORTGAGE

(Continued)

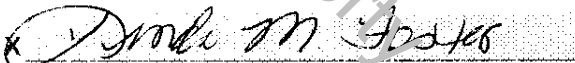
Loan No: 70010-50

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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 APRIL 9, 2009.


GRANTOR:

X 
LINDA M FOSTER

X 
MICHAEL A FOSTER

LENDER:

AMERICAN EAGLE BANK

X 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 70010-50

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this day before me, the undersigned Notary Public, personally appeared **LINDA M FOSTER** and **MICHAEL A FOSTER**, 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 9th day of April, 2009.

By Joyce L. Grissom Residing at South Elgin IL

Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Kane)

On this 9th day of April, 2009 before me, the undersigned Notary Public, personally appeared Robert Thompson and known to me to be the Senior Vice President, authorized agent for **American Eagle Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Eagle Bank**, duly authorized by **American Eagle 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 **American Eagle Bank**.

By Joyce L. Grissom Residing at South Elgin IL

Notary Public in and for the State of Illinois

My commission expires _____

