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RECORDATION REQUESTED BY: NORTH COMMUNITY BANK 3639 NORTH BROADWAY CHICAGO, IL 60613

WHEN RECORDED MAIL TO: NORTH COMMUNITY BANK 3639 NORTH BROADWAY CHICAGO, IL 60613

SEND TAX NOTICES TO:
NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60213



Doc#: 0913418014 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/14/2009 10:56 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60613

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 15, 2009, is made and executed between Thomas P. Tiernan and Beth A. Tiernan, husband and wife, whose address is 2130 N. Bissell, Chicago, IL 60614 (referred to below as "Grantor") and NORTH COMMUNITY BANK, whose address is 3639 NORTH BROADWAY, CHICAGO, IL 60613 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 7, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated December 17, 2002, and recorded as document number 9021431100 on December 23, 2002, and modified by modifications of mortgage dated December 17, 2002, and March 21, 2008, and recorded respectively as document nos. 0435645153, and 0811922017, with the Cook County Recorder of Deeds.

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

LOT 17 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 4 IN CUSHMAN'S RESUBD. VISION OF THE NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2130 N. Bissell, Chicago, IL 60614. The Real Property tax identification number is 14-32-217-031.

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

- 1. The Consumer Credit Line Agreement and Disclosure dated December 17, 2002 in the original principal amount of \$60,000.00, secured by the Mortgage, executed by Grantor to Lender (hereinafter referred to as "Note") will be increased an additional \$50,000.00 increasing the Note and credit line secured by the Mortgage to \$150,000.00.
- 2. All other terms and provisions of the Mortgage will remain in full force and effect.

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

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 11028456

Page 2

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 10 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 2009.

H County Clart's Office

**GRANTOR:** 

Thomas 4/ Tiernan

Beth A. Tiernan

LENDER:

NORTH COMMUNITY BANK

Authorized Signer

0913418014 Page: 3 of 3

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#### MODIFICATION OF MORTGAGE (Continued)

oan No: 11028456	(Continued)	Page 3
I	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ILLINOIS	)	
STATE OF	) SS	
COUNTY OF COOK	)	
Tiernan, to me known to be the incacknowledged that they signed the purposes therein mentioned.  Given under my hand and official sections.	signed Notary Public, personally appeared dividuals described in and who executed a Modification as their free and voluntar day of August Residing at Notation and Management of Managem	ORTH COMMUNITY BANK 3639 N. BROADWAY CHICAGO, IL 60613
	LENDER ACKNOWLEDGMENT	
STATE OF /LLINUIS	) SS	<b>7</b>
COUNTY OF COUK	)	150
, authorized agent for N and acknowledged said instrumen duly authorized by NORTH COMN purposes therein mentioned, and c in fact executed this said instruments.	ORTH COMMUNITY BANK that executed at to be the free and voluntary act and demonstry BANK through its board of direction oath stated that he or she is authorized ent on behalf of NORTH COMMUNITY BANK	ted of NORTH CCMMUNITY BANK, tors or otherwise, for the uses and to execute this said instrument and the use of the use o
By Marcame M. Mal		NORTH COMMUNITY BANK 3639 N. BROADWAY CHICAGO, IL 60613
Notary Public in and for the State  My commission expires	MADONINA M MUI NOTEN PROBLEM STATE OF MY CONTRACTOR STATE OF	L'' LLIKIN