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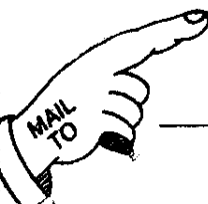


RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Elgin Banking Center
645 Tollgate Road
Elgin, IL 60123

Doc#: 0914122014 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/21/2009 08:54 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Elgin Banking Center
645 Tollgate Road
Elgin, IL 60123

FOR RECORDER'S USE ONLY



This Modification of Mortgage prepared by:
Rice/Rudolph
MIDWEST BANK AND TRUST COMPANY
645 Tollgate Road
Elgin, IL 60123

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2009, is made and executed between Midwest Bank and Trust Company as successor trustee to Royal American Bank, as trustee under trust agreement dated March 22, 2006, and known as Trust Number 101080, whose address is 645 Tollgate Road-Suite 100, Elgin, IL 60123 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 645 Tollgate Road, Elgin, IL 60123 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 1, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded May 9, 2006 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 0612933108.

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

LOT 197 IN SOUTH BARRINGTON LAKES UNIT 4, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5 Lakeside Court, Unit 4, South Barrington, IL 60010. The Real Property tax identification number is 01-22-400-028-0000.

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

This Modification of Mortgage reflects that the following paragraph is hereby inserted to the Mortgage and is made a part thereof:

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER

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MODIFICATION OF MORTGAGE

Loan No: 702966300001

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ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON THE GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

All other terms and provisions not specifically amended herein, remain unchanged and in full effect.

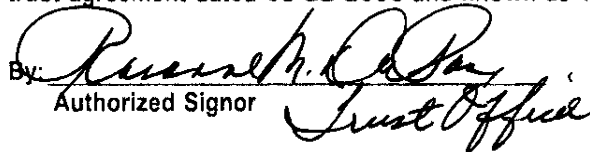
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 MAY 1, 2009.

GRANTOR:

TRUST NUMBER 101080

MIDWEST BANK AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO ROYAL AMERICAN BANK, not personally but as Trustee under that certain trust agreement dated 03-22-2006 and known as Trust Number 101080.

By: 
Authorized Signor *Trust Officer*

LENDER:

MIDWEST BANK AND TRUST COMPANY

x 
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trustee estate for the payment hereof.

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MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 11th day of May, 2009 before me, the undersigned Notary Public, personally appeared Authorized Signor, Assess M. De Pan of Midwest Bank and Trust Company, as successor trustee to Royal American Bank, Trustee of Trust Number 101080, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Nancy Owens Residing at 90 Park
Jackson, Ill
 Notary Public in and for the State of Illinois

My commission expires 2-6-2011



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 1st day of May, 2009 before me, the undersigned Notary Public, personally appeared Chris Rudolph and known to me to be the Senior Vice President, authorized agent for **MIDWEST BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST BANK AND TRUST COMPANY**, duly authorized by **MIDWEST BANK AND TRUST COMPANY** 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 **MIDWEST BANK AND TRUST COMPANY**.

By Dalila Roque Residing at Elgin

Notary Public in and for the State of Illinois

My commission expires 5/1/11



County Clerk's Office