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MB Financial Bank, N.A.
Home Equity/Consumer
Lending
6111 N. River Road
Rosemont, IL 60018

Doc#: 0914208049 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/22/2009 01:11 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

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FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

Beth Wartenberg #138921165
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

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MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated May 13, 2009, is made and executed between Richard D. Morris and Patricia A. Morris, husband and wife, as Joint Tenants, whose address is 2803 Meadow Dr., Rolling Meadows, IL 60008 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 2, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 2, 2006 executed by Richard D. Morris and Patricia A. Morris ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 20, 2006 as Document No. 0626339006.

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

LOT 728 IN ROLLING MEADOWS UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 25 AND PART OF THE NORTH 1/2 OF SECTION 36, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2803 Meadow Dr., Rolling Meadows, IL 60008. The Real Property tax identification number is 02-25-310-033-0000.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 138921165

Page 2

The definition of "Credit Agreement" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Credit Agreement" means that certain Equity Line Agreement and Disclosure dated as of May 13, 2009 in the original principal amount of \$100,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$100,000.00.

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 endorser's 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 13, 2009.

GRANTOR:

X Richard D. Morris
Richard D. Morris

X Patricia A. Morris
Patricia A. Morris

LENDER:

MB FINANCIAL BANK, N.A.

X Delibere Garo
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 138921165

(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
)
 COUNTY OF DuPage)

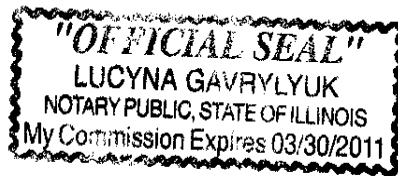
On this day before me, the undersigned Notary Public, personally appeared **Richard D. Morris and Patricia A. Morris**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of May, 2009.

By [Signature] Residing at Bloomington, IL

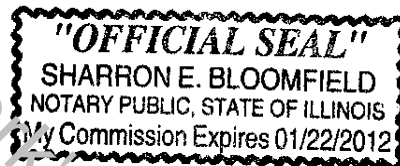
Notary Public in and for the State of ILLINOIS

My commission expires 3/30/2011



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF DuPage)



On this 13th day of May, 2009 before me, the undersigned Notary Public, personally appeared Dubbu Saro and known to me to be the Retail Lending officer, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**.

By Sharron E Bloomfield Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires 1-22-2012

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 138921165

Page 4

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