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**RECORDATION REQUESTED BY:**

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

Doc#: 0926856090 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2009 02:27 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

SEND TAX NOTICES TO:

1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Connie Griffin
1st Equity Bank
3956 West Dempster St
Skokie, IL 60076

#804914

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 14, 2009, is made and executed between DAVID H. CUTLER, whose address is 8350 KEDVALE, SKOKIE, IL 60076 (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 14, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

FILING DATE APRIL 6, 2007 AS DOCUMENT NO. 0709655165 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

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

LOTS 396, 397 AND THE SOUTH 5 FEET OF LOT 398 IN SWENSON'S BROTHERS 3RD ADDITION TO COLLEGE HILL ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8939 LINCOLNWOOD DR, EVANSTON, IL 60203. The Real Property tax identification number is 10-14-417-037-0000.

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

THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY DATE TO JUNE 14, 2010.

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

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MODIFICATION OF MORTGAGE (Continued)

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 JUNE 14, 2009.

GRANTOR:

X *David H. Cutler*
DAVID H. CUTLER

LENDER:

1ST EQUITY BANK

X *Carol K. Hoff*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **DAVID H. CUTLER**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of June, 2009.

By *Janet Goreschnik* Residing at 1st Equity Bank
3956 W. Dempster
Skokie, IL 60076

Notary Public in and for the State of Illinois

My commission expires 7/29/12



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

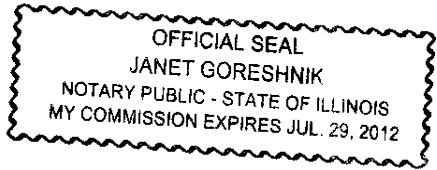
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 14th day of June 2009 before me, the undersigned Notary Public, personally appeared Connie Griffin and known to me to be the VP, authorized agent for **1st Equity Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank**, duly authorized by **1st Equity 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 **1st Equity Bank**.

By Janet Goresnik Residing at **1st Equity Bank**
3956 W. Dempster
Skokie, IL 60076

Notary Public in and for the State of Illinois

My commission expires 7/29/12



Cook County Clerk's Office