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Cook County Recorder of Deeds
Date: 10/08/2009 10:39 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

H28130382

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:
Steve Hanson, Documentation Specialist
Harris N.A./BLST
311 W. Monroe Street, 6th Floor
Chicago, IL 60606

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2009 is made and executed between Edward R. Fox, an unmarried individual, whose address is 8543 W. 171st Pl., Tinley Park, IL 60477 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on May 16, 2002, as Document #0020561422 and Document #0020561423 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

LOTS 19 TO 24, BOTH INCLUSIVE, IN BLOCK 9 IN THE SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE AND NORTH OF THE SOUTH 15.56 CHAINS THEREOF IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 14445 S. California Ave., Posen, IL 60469. The Real Property tax identification number is 28-12-208-019-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated June 30, 2009, in the original principal amount of \$50,000.00, to Lender bearing a variable interest rate based upon an index; and a Promissory Note dated May 1, 2007, in the original principal amount of \$173,000.75, to Lender bearing a fixed rate of interest, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory

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(Continued)**

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Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$223,000.75; (3) the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (4) to re-define the term "Indebtedness" as follows:

INDEBTEDNESS. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, any premiums, debts and liabilities of Borrower to Lender, or of EHC Corporation to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or by Lender against EHC Corporation, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower or EHC Corporation may be liable individually or jointly with others; whether Borrower or EHC Corporation may be obligated as guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

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.

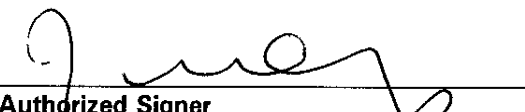
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 1, 2009.

GRANTOR:

X 
Edward R. Fox

LENDER:

HARRIS N.A.

X 
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

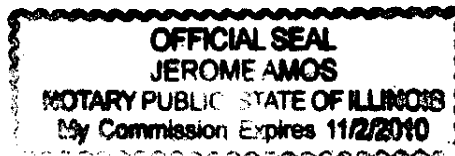
On this day before me, the undersigned Notary Public, personally appeared **Edward R. Fox**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 24th day of SEPTEMBER, 2009.

By Jerome Amos Residing at HARRIS BANK

Notary Public in and for the State of Illinois

My commission expires 11/2/2010



LENDER ACKNOWLEDGMENT

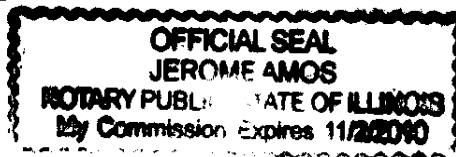
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 24th day of SEPTEMBER, 2009 before me, the undersigned Notary Public, personally appeared JOSEPH CRUMP and known to me to be the VICE PRESIDENT, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris 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 **Harris N.A.**.

By Jerome Amos Residing at HARRIS BANK

Notary Public in and for the State of Illinois

My commission expires 11/2/2010



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MODIFICATION OF MORTGAGE (Continued)

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