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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
successor in interest to
Heritage Community Bank
Commercial Glenwood
6111 N. River Road
Rosemont, IL 60018

Doc#: 0929916055 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2009 10:12 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Arlene Nash, LN #80001406
MB Financial Bank, N.A. successor in interest to Heritage Community Bank
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated July 9, 2009, is made and executed between Robert M. Strawser and Patricia A. Strawser, his wife, whose address is 3921 S. Hampton, Western Springs IL 60558 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to Heritage Community Bank, 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 January 9, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of January 9, 2007 executed by Robert M. Strawser and Patricia A. Strawser ("Grantor") for the benefit of MB Financial Bank, N.A., as Successor In Interest to Heritage Community Bank ("Lender"), recorded on February 2, 2007 as document no. 0703340114, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on February 27, 2009 as document no. 0905847003, modified by Modification of Mortgage dated February 2, 2009, recorded February 27, 2009 as document no. 0905847002.

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

LOT 27 IN BLOCK 26 IN WESTERN SPRINGS A RESUBDIVISION OF PART OF E HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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(Continued)**

Loan No: 8001406

Page 2

The Real Property or its address is commonly known as 3921 S. Hampton Ave., Western Springs, IL 60558. The Real Property tax identification number is 18-06-200-007-000.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of July 9, 2009 in the original principal amount of \$247,517.82 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 \$495,035.64.

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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CON-

NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE

DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN

FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED

THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING,

AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001406

Page 3

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 9, 2009.

GRANTOR:

X Robert M. Strawser
Robert M. Strawser

X Patricia A. Strawser
Patricia A. Strawser

LENDER:

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO HERITAGE
COMMUNITY BANK

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Robert M. Strawser and Patricia A. Strawser**, 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 2nd day of October, 2009.

By Marie Mary Downs Residing at 2100 Windsor Court, Unit A
Schererville, Indiana 46375

Notary Public in and for the State of Indiana

My commission expires 1/6/2016

NOTARY PUBLIC, STATE OF INDIANA
MARIE MARY DOWNS
SEAL
MY COMMISSION EXPIRES 1/6/2016

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001406

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 6th day of October, 2009 before me, the undersigned Notary Public, personally appeared Rustin Ackman and known to me to be the VP, authorized agent for **MB Financial Bank, N.A. successor in interest to Heritage Community Bank** 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. successor in interest to Heritage Community Bank**, duly authorized by **MB Financial Bank, N.A. successor in interest to Heritage Community 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 **MB Financial Bank, N.A. successor in interest to Heritage Community Bank**.

By Rose Marie Thomas Residing at Maywood

Notary Public in and for the State of Illinois

My commission expires May 1, 2011



PROPOSED COOK COUNTY CLERK'S OFFICE