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#### RECORDATION REQUESTED BY:

Community
Bank-Wheaton/Glen Ellyn
Glen Ellyn Facility
357 E. Roosevelt Road
Glen Ellyn, IL 60137



Doc#: 1001344004 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/13/2010 08:30 AM Pg: 1 of 4

#### WHEN RECORDED MAIL TO:

Community
Bank-Wheaton/Glen Ellyn
Glen Ellyn Facility
357 E. Roosevelt Road
Glen Ellyn, IL 50137

#### SEND TAX NOTICES TO

Community
Bank-Wheaton/Glen Ellyn
Glen Ellyn Facility
357 E. Roosevelt Road
Glen Ellyn, IL 60137

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 23, 2009, is made and executed between Carl Dissette (referred to below as "Grantor") and Community Bank-Wheaton/Glen Ellyn, whose address is 357 E. Roosevelt Road, Glen Ellyn, IL 60137 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 1, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 09/28/2009 with Cook County Recorder of Deeds.

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

THE NORTH 28 FEET 2 INCHES OF THE SOUTH 33 FEET 2 INCHES OF LOT 28 (EXCEPT THE EAST 157) FEET 6 INCHES THEREOF) IN BLOCK 12 IN COCKHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6153 N. Broadway St., Chicago, IL 60660-2501 The Real Property tax identification number is 14-05-208-035-0000.

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

Principal Increased to 2,475,000.00, Interest Rate of 6.05% and Extend Maturity Date to 11/23/2019.

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 stricted

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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 NOVEMBER 23, 2009.

GRANTOR

Carl Dissette

LENDER:

Coot County Clart's Offica COMMUNITY BANK-WHEATON/GLEN ELLYN

William C. Grosch, Senior Vice President

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#### MODIFICATION OF MORTGAGE

Page 3 (Continued) Loan No: 1487086-9008 INDIVIDUAL ACKNOWLEDGMENT STATE OF P (MC (5 ) SS On this day before me, the undersigned Notary Public, personally appeared Carl Dissette, 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. 23rd day of Nocube , 20 CS. Given under my hand and official seal this Residing at / Marwille, ZC By Notary Public in and for the State of OFFICIAL SEAL My commission expires WILLIAM C GROSCH NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION E (PIRES:01/06/10 LENDER ACKNOWLEDGMENT STATE OF DO before me, the undersigned Notary Public, personally appeared William C. Grosch and known to me to be the Senior Vice President, authorized agent for Community Bank-Wheaton/Glen Ellyn that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Community Bank-Wheaton/Glen Ellyn, duly authorized by Community Bank-Wheaton/Glen Ellyn 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 Community Bank-Wheaton/Glen Ellyn. Residing at \_\_\_ Notary Public in and for the State of My commission expires "OFFICIAL SEAL" VIRGINIA KNIGHT Netary Public, State of Illinois My Commission Expires 02/28/12 %<del>\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*</del>

# MODIFICATION OF MORTGAGE

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