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Doc#: 1004849051 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/17/2010 11:49 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

K. Ganjani, LOAN ADMIN.  
Village Bank & Trust  
234 West Northwest Highway  
Arlington Heights, IL 60004

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 27, 2010, is made and executed between Mark W. Berglund and Geila K. Berglund, not as Tenants in Common or Joint Tenants, but as Tenants by the Entirety (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 27, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE DATED JANUARY 27, 2006 AND RECORDED APRIL 26, 2006 AS DOCUMENT NUMBER 0611655209.**

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

THE SOUTH 100 FEET OF THE NORTH 33 FEET OF THE EAST 435.6 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3128 N. Schoenbeck Road, Arlington Hts, IL 60004. The Real Property tax identification number is 03-09-401-063.

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

**This mortgage secures the Commercial Guaranty of Mark Berglund and Geila Berglund for the loan to Benson Construction, Inc. .**

**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

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## MODIFICATION OF MORTGAGE (Continued)

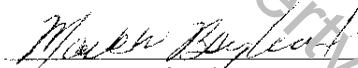
Loan No: 630802

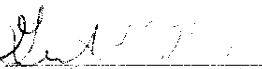
Page 2

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 JANUARY 27, 2010.**

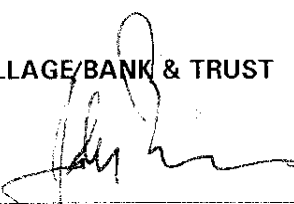
GRANTOR:

X   
Mark W. Berglund

X   
Geila K. Berglund

LENDER:

VILLAGE/BANK & TRUST

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 630802

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

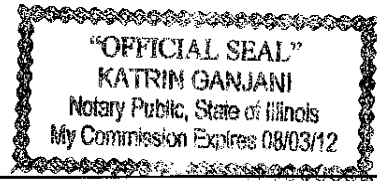
On this day before me, the undersigned Notary Public, personally appeared **Mark W. Berglund and Geila K. Berglund**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 27th day of January, 2010.

By Katrin Ganjani Residing at Arlington Hts, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

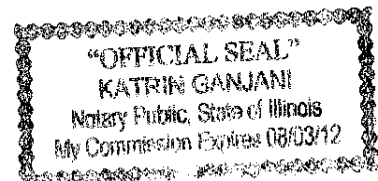
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27th day of January, 2010 before me, the undersigned Notary Public, personally appeared Todd M. Birch and known to me to be the Vice President, authorized agent for **Village Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Village Bank & Trust**, duly authorized by **Village Bank & Trust** 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 **Village Bank & Trust**.

By Katrin Ganjani Residing at Arlington Hts, IL

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 630802

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A large, handwritten signature in black ink is written over the diagonal watermark text. The signature is highly stylized and appears to be a cursive name.