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Doc#: 1010546035 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/15/2010 03:37 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
20 North Martingale Road
Suite 600
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:
American Chartered Bank
1199 E. Higgins Rd.
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2010, is made and executed between Michael A. Poss and Sara Poss, not as joint tenants or tenants in common but as tenants by the entirety (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 11, 2005 as Document #0528441018 in the Cook County Recorder's Office.

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

PARCEL 1:

LOT 46 IN CREEKSIDE AT PLUM GROVE UNIT NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED BY THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 14, 1967 AS DOCUMENT NUMBER 20109753 AND BEING A RESUBDIVISION OF PART OF LOT 1 OF LOUCHIOS FARM SUBDIVISION IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER CLASS "A" EASEMENT LOCATED ON LOTS 43, 44, AND 45 AS DEDICATED BY PLAT OF CREEKSIDE AT PLUM GROVE UNIT NO. 2, BEING A RESUBDIVISION OF PART OF LOT 1 OF LOUCHIOS FARM SUBDIVISION IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SET FORTH IN DECLARATION MADE BY PIONEER TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1966 AND KNOWN AS TRUST NUMBER 15713 AND RECORDED JUNE 2, 1967 AS DOCUMENT NUMBER 20154720, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4 Old Valley Road, Rolling Meadows, IL 60008-2349.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 692012818

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The Real Property tax identification number is 02-35-209-027-0000.

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

This Modification of Mortgage reflects the following:

This Modification of Mortgage reflects the following:

- (1) An decrease in the principal amount of Indebtedness secured by the Mortgage to **\$100,000.00**
- (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 **\$100,000.00**
- (3) That the above referenced Mortgage now secures a promissory note dated January 1, 2010 in the principal amount of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The promissory note described in this paragraph is a refinancing of, modification of, and substitution for the Note described in the Mortgage.

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.

ADDITIONAL LIENS. Grantor shall not transfer, pledge, mortgage, encumber or otherwise permit the Property to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Mortgage, without the prior written consent of Lender. This includes security interest even if junior in right to the security interest granted under this Mortgage. Additionally, if Grantor is a land trust, corporation, limited liability company or general or limited partnership, Grantor shall not, transfer, convey, mortgage, pledge, encumber, assign or grant a lien or any other interest, license or lease, whether voluntary or involuntary, of all or any portion of the direct or indirect legal or beneficial ownership of, or any interest in, Grantor, including any agreement to transfer or cede to another person any voting, management or approval rights, or any other rights, appurtenant to any such legal or beneficial ownership or other interest. Specifically, this paragraph is intended to prohibit any pledge or assignment, directly or indirectly, of a controlling interest in Grantor or its general partner, controlling limited partner or controlling member for purposes of securing so called "mezzanine" indebtedness.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 692012818

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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 1, 2010.

GRANTOR:

X [Signature]
Michael Poss

X [Signature]
Sara Poss

LENDER:

AMERICAN CHARTERED BANK

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

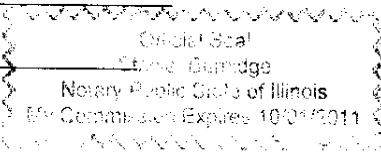
On this day before me, the undersigned Notary Public, personally appeared **Michael Poss and Sara Poss**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the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

Given under my hand and official seal this 23RD day of MARCH, 20 10.

By [Signature] Residing at 1199 E. HIGGINS RD, SCHAUMBURG

Notary Public in and for the State of IL

My commission expires 10/01/11



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 692012818

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
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On this 25th day of March, 2010 before me, the undersigned Notary Public, personally appeared Julie Rejcek and known to me to be the VP, authorized agent for **American Chartered Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Chartered Bank**, duly authorized by **American Chartered 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 **American Chartered Bank**.

By *[Signature]* Residing at 1199 E. HIGGINS RD, SCHAUMBURG
 Notary Public in and for the State of IL

My commission expires 10/01/11



Clerk's Office