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RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Elgin Banking Center
645 Tollgate Road
Elgin, IL 60123



Doc#: 1011726007 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/27/2010 08:23 AM Pg: 1 of 4

Chicago Title
WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
ATTENTION: FUNDING
DEPARTMENT
501 WEST NORTH AVENUE
MELROSE PARK, IL
60160-1603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Rudolph/Mikos
MIDWEST BANK AND TRUST COMPANY
645 Tollgate Road
Elgin, IL 60123

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 9, 2010, is made and executed between Brian J. Glavanovits, whose address is 10130 Pacific Avenue, Franklin Park, IL 60131 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 645 Tollgate Road, Elgin, IL 60123 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 7, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 07/01/2004 as Document No. 0418310041 in the Recorder's Office of Cook County, Illinois.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 10130 Pacific Avenue, Franklin Park, IL 60131. The Real Property tax identification number is 12-21-308-037-0000.

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

This Modification of Mortgage reflects that the following paragraphs are hereby inserted to the Mortgage and is made a part thereof:

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall secured not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note

BOX 333-CP

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 702432600004

Page 2

within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

and

(1) that the above referenced Mortgage now secures a Promissory Note dated April 6, 2009 in the original principal amount of \$260,000.00 to Lender bearing a variable interest rate based upon an index and a Promissory Note dated April 9, 2010 in the original principal amount of \$150,000.00 to Lender bearing a variable interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes; (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 \$_____; and (3) to include the following language: (if applicable to your transaction) Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

All other terms and provisions not specifically amended herein, remain unchanged and in full effect.

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 APRIL 9, 2010.

GRANTOR:

x 
 Brian J. Glavanovits

LENDER:

MIDWEST BANK AND TRUST COMPANY

x 
 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 70243260004

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF McHenry)

On this day before me, the undersigned Notary Public, personally appeared **Brian J. Glavanovits**, 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 9th day of April, 2010.

By Dalila Choque Residing at Elgin

Notary Public in and for the State of Illinois

My commission expires 5/1/11



LENDER ACKNOWLEDGMENT

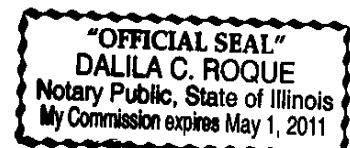
STATE OF Illinois)
)
) SS
 COUNTY OF McHenry)

On this 9th day of April, 2010 before me, the undersigned Notary Public, personally appeared Christopher Rudolph and known to me to be the SR Vice President, authorized agent for **MIDWEST BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST BANK AND TRUST COMPANY**, duly authorized by **MIDWEST BANK AND TRUST COMPANY** 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 **MIDWEST BANK AND TRUST COMPANY**.

By Dalila Choque Residing at Elgin

Notary Public in and for the State of Illinois

My commission expires 5/1/11



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Legal Description: An undivided 1/2 interest in Lots 21 and 22 in Block 42 in the Third Addition to Franklin Park, a Subdivision in Sections 21 & 28, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office