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RECORDATION REQUESTED BY:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153



1015547046

WHEN RECORDED MAIL TO:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

Doc#: 1015547046 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/04/2010 11:40 AM Pg: 1 of 4

SEND TAX NOTICES TO:

First Suburban National Bank
Maywood Office
150 S. Fifth Avenue
Maywood, IL 60153

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Kim Conners, Administrative Officer
First Suburban National Bank
150 S. Fifth Avenue
Maywood, IL 60153

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 4-20-2010, is made and executed between First Suburban National Bank as Trustee under Trust Agreement dated November 20, 2007 and Known as Trust Number 9936-01, whose address is 150 S. 5th Avenue, Maywood, IL 60153 (referred to below as "Grantor") and First Suburban National Bank, whose address is 150 S. Fifth Avenue, Maywood, IL 60153 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 18, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 20, 2007 as document number 073541807 in the Office of the Cook County Recorder of Deeds.

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

The South 5 feet of Lot 8, Lots 9, 10, 11, 12 and Lot 13 (except the South 8 feet thereof) in Block 4 in Southeast 1/4 of Section 15, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 10920 S. Vernon Avenue, Chicago, IL 60628. The Real Property tax identification number is 25-15-411-018-0000.

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

- 1) **THE MATURITY DATE IS MODIFIED FROM DECEMBER 18, 2012 TO OCTOBER 18, 2010;**
- 2) **EFFECTIVE APRIL 20, 2010, THE INTEREST RATE IS MODIFIED FROM 7.00% FIXED TO PRIME, FLOATING AND MONTHLY PAYMENTS WILL CONSIST OF INTEREST AND ESCROW BEGINNING WITH THE PAYMENT DUE MAY 18, 2010;**
- 3) **ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 97930955

Page 2

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 4-20-2010.

GRANTOR:

FIRST SUBURBAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 20, 2007 AND KNOWN AS TRUST NUMBER 9936-01

By: 

Robert Olson, Assistant Trust Officer of First Suburban National Bank as Trustee under Trust Agreement dated November 20, 2007 and Known as Trust Number 9936-01

By: 

Thomas A. Gehrke, Jr., Assistant Trust Officer of First Suburban National Bank as Trustee under Trust Agreement dated November 20, 2007 and Known as Trust Number 9936-01

This Agreement is signed by First Suburban National Bank as Trustee under Trust Agreement dated November 20, 2007 and Known as Trust Number 9936-01. The agreement is dated 4-20-2010 and the amount is \$100,000.00. The agreement is for the purpose of modifying the original mortgage agreement. The agreement is signed by Robert Olson and Thomas A. Gehrke, Jr., Assistant Trust Officers of First Suburban National Bank. The agreement is subject to the terms and conditions of the original mortgage agreement. The agreement is enforceable against the parties and their successors and assigns.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 97930955

Page 3

LENDER:

FIRST SUBURBAN NATIONAL BANK

X *[Signature]*
Authorized Signer

TRUST ACKNOWLEDGMENT

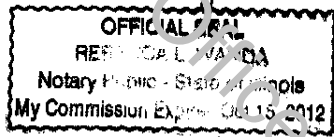
STATE OF IL)
) SS
COUNTY OF Cook)

On this 5th day of May, 2010 before me, the undersigned Notary Public, personally appeared **Robert Olson, Assistant Trust Officer of First Suburban National Bank as Trustee under Trust Agreement dated November 20, 2007 and Known as Trust Number 9936-01 and Thomas A. Gehrke, Jr., Assistant Trust Officer of First Suburban National Bank as Trustee under Trust Agreement dated November 20, 2007 and Known as Trust Number 9936-01**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]*
Notary Public in and for the State of IL

Residing at Chicago

My commission expires 10-15-2012



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 97930955

Page 4

LENDER ACKNOWLEDGMENT

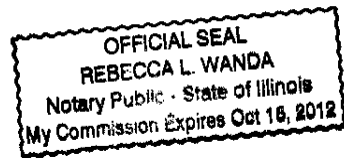
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 5th day of May, 2010 before me, the undersigned Notary Public, personally appeared John Mueller and known to me to be the Vice President, authorized agent for **First Suburban National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Suburban National Bank**, duly authorized by **First Suburban National 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 **First Suburban National Bank**.

By Rebecca L. Wanda Residing at Chicago

Notary Public in and for the State of IL

My commission expires 10-15-2012



Cook County Clerk's Office