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Doc#: 1029146049 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/18/2010 12:25 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

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 13, 2010, is made and executed between Iris Tessitore and Richard Tessitore (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 September 21, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 9, 2009 as Document #0931349073 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

PARCEL 1:

THE SOUTH 28.80 FEET OF LOT 5 AS MEASURED ALONG THE EAST AND WEST LINES THEREOF, IN THE TOWNHOMES OF TIMBERLAKE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF PALATINE IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION RECORDED MAY 2, 1990, AS DOCUMENT NO. 90201697.

The Real Property or its address is commonly known as 651 Walden Drive, Palatine, IL 60067. The Real Property tax identification number is 02-15-112-053-0000.

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

This Modification of Mortgage reflects the following:

(1) An increase in the principal amount of Indebtedness secured by the Mortgage to \$730,000.00

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(Continued)**

Loan No: 608444301

Page 2

(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 \$730,000.00

(3) That the above referenced Mortgage now secures a promissory note dated September 13, 2010 in the principal amount of \$730, 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 endorser's 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 SEPTEMBER 13, 2010.

GRANTOR:

x *Iris Tessitore*
Iris Tessitore

x *Richard Tessitore*
Richard Tessitore

LENDER:

AMERICAN CHARTERED BANK

x *[Signature]*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 608444301

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL
COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **Iris Tessitore and Richard Tessitore**, 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 20th day of Sept, 2010.

By [Signature] Residing at Indian Head Park

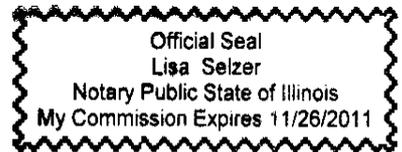
Notary Public in and for the State of IL

My commission expires 11/26/2011

LENDER ACKNOWLEDGMENT

STATE OF IL
COUNTY OF COOK

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On this 20th day of Sept, 2010 before me, the undersigned Notary Public, personally appeared George Cignares and known to me to be the 1st 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 Indian Head Park

Notary Public in and for the State of IL

My commission expires 11/26/2011

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 608444301

Page 4

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