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RECORDATION REQUESTED BY:

Metropolitan Capital Bank
9 East Ontario Street
Chicago, IL 60611

EMT 12011008

Doc#: 1029146030 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/18/2010 10:18 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Metropolitan Capital Bank
9 East Ontario Street
Chicago, IL 60611

SEND TAX NOTICES TO:

Joseph I. Shapiro
Kandy M. Shapiro
308 N. Scoville
Oak Park, IL 60302

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Jake Gantz, Business Process Manager
Metropolitan Capital Bank
9 East Ontario Street
Chicago, IL 60611

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 08, 2010, is made and executed between Joseph I. Shapiro, whose address is 308 N. Scoville, Oak Park, IL 60302 and Kandy M. Shapiro, whose address is 308 N. Scoville, Oak Park, IL 60302 (referred to below as "Grantor") and Metropolitan Capital Bank, whose address is 9 East Ontario Street, Chicago, IL 60611 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 18, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The original mortgage document was recorded on May 18, 2007 with the Recorder of Deeds, in Cook County, Illinois as Document No. 0713809055, in the amount of \$626,000.00.

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

The North 45 feet of Lot 12 in Block 11 in the Village of Ridgeland, being a subdivision of the east 1/2 of the east 1/2 of Section 7 and the northwest 1/4 and the west 1/2 of the west 1/2 of the southwest 1/4 of Section 8, Township 39 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 308 N. Scoville, Oak Park, IL 60302. The Real Property tax identification number is 16-07-210-007.

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

In consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Modification of Mortgage, the parties agree that the foregoing recitals are true and intending to be bound, hereby agree as follows:

1. The mortgage amount is being reduced from \$626,000.00 to \$540,000.00.
2. All other terms and conditions remain the same as stated in the original Mortgage document.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

(b)

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(Continued)**

Loan No: 100018076


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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.

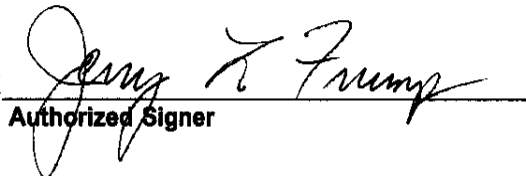
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 08, 2010.

GRANTOR:

X 
Joseph T. Shapiro

X 
Kandy M. Shapiro

LENDER:**METROPOLITAN CAPITAL BANK**

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 100018076

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

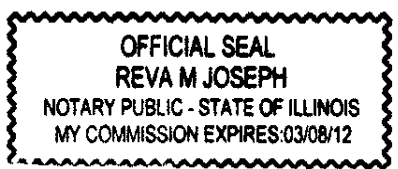
On this day before me, the undersigned Notary Public, personally appeared **Joseph I. Shapiro and Kandy M. Shapiro**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 6 day of October, 2010.

By [Signature] Residing at _____

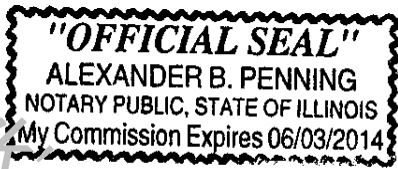
Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

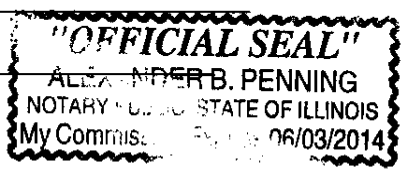


On this 5th day of October, 2010 before me, the undersigned Notary Public, personally appeared Jerry Frump and known to me to be the Manager of Bank Operations, authorized agent for **Metropolitan Capital Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Metropolitan Capital Bank**, duly authorized by **Metropolitan Capital 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 **Metropolitan Capital Bank**.

By [Signature] Residing at 9 E Ontario St.
Chicago IL 60611

Notary Public in and for the State of _____

My commission expires _____



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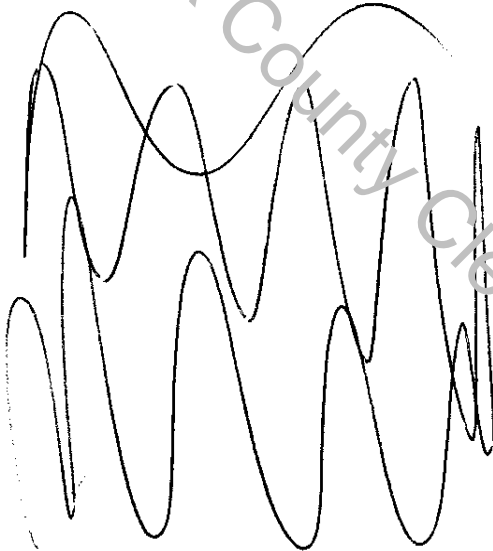
Loan N^o: 100018076

MODIFICATION OF MORTGAGE (Continued)

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FIDELITY NATIONAL TITLE INSURANCE COMPANY



903 COMMERCE DR. #180, OAK BROOK, ILLINOIS 60523

PHONE: (630) 574-7272
FAX: (630) 574-1689

ORDER NUMBER: 2010 012011008 OCF
STREET ADDRESS: 308 N SCOVILLE AVE

CITY: OAK PARK COUNTY: COOK COUNTY
TAX NUMBER: 16-07-210-007-0000

LEGAL DESCRIPTION:

THE NORTH 45 FEET OF LOT 12 IN BLOCK 11 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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