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1029929048

RECORDATION REQUESTED BY:
THE NORTHERN TRUST
COMPANY
50 SOUTH LASALLE STREET
CHICAGO, IL 60603

Doc#: 1029929048 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2010 02:27 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
THE NORTHERN TRUST
COMPANY
50 SOUTH LASALLE STREET
CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
J. Mathis (BB04)
THE NORTHERN TRUST COMPANY
50 SOUTH LASALLE STREET
CHICAGO, IL 60603

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 8, 2010, is made and executed between Kim Sherman Himes, married to Paul R. Himes, as her sole and separate property, whose address is 10904 Grand Journey Avenue, Raleigh, NC 27614 (referred to below as "Grantor") and THE NORTHERN TRUST COMPANY, whose address is 50 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 17, 2009 in Cook County Recorder of Deeds, Cook County, Illinois, as DOC #0919818070.

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

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 74 Windrush Lane, Barrington, IL 60010. The Real Property tax identification number is 01-02-300-052-0000.

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

The definition of "Note" as defined in the Mortgage shall be deleted in its entirety and replaced with the following:

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated SEPTEMBER 8, 2010 with a credit limit of \$1,600,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 3.25% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream.

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MODIFICATION OF MORTGAGE

Loan No: 3800588234

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NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 3.00% per annum or more than the lesser of 20.000% per annum or the maximum rate allowed by the applicable law. The maturity date of the Credit Agreement is September 30, 2012. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

The definition of "Maximum Lien" as defined in the Mortgage shall be and hereby is amended to read as follows:

MAXIMUM LIEN. 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 \$1,600,000.00

The definition of "Maximum Indebtedness" as defined in the Mortgage shall be and hereby is amended to read as follows:

MAXIMUM INDEBTEDNESS. 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 \$3,200,000.00

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.

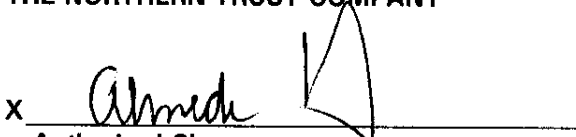
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 2010.

GRANTOR:

x 
 Kim Sherman Himes

LENDER:

THE NORTHERN TRUST COMPANY

x 
 Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 3800588234

(Continued)

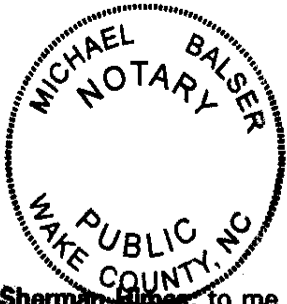
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

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) SS
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COUNTY OF WAKE



On this day before me, the undersigned Notary Public, personally appeared Kim Sherman, 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 30TH day of SEPTEMBER, 2010.

By [Signature] Residing at 10911 RAVEN RIDGE RD #103
RALEIGH NC 27614

Notary Public in and for the State of NC

My commission expires 5/19/13

LENDER ACKNOWLEDGMENT

STATE OF Illinois

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) SS
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COUNTY OF Cook

On this 1 day of October, 2010 before me, the undersigned Notary Public, personally appeared Meda Hatcher and known to me to be the Vice President, authorized agent for **THE NORTHERN TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE NORTHERN TRUST COMPANY**, duly authorized by **THE NORTHERN 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 **THE NORTHERN TRUST COMPANY**.

By Tamla Johnson Residing at 50 South LaSalle St

Notary Public in and for the State of Illinois

My commission expires _____

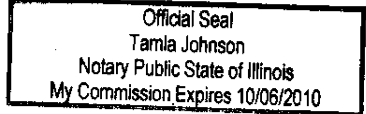


Exhibit A
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LOT 6 IN OTIS ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 340.00 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 171.37 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY A DISTANCE OF 445.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office