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Doc#: 1107510018 Fee: \$68.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/16/2011 10:22 AM Pg: 1 of 4

MODIFICATION OF HOME EQUITY CREDIT LINE PROMISSORY NOTE AND MORTGAGE # 1000001418

15946189 Record 211d

THIS MODIFICATION AGREEMENT, made and entered into this _____day of January, 2011, by and among American Investors Bank and Mortgage, a Minnesota corporation ("the Pank") and Christoph H Lameter and Susanne Lameter, husband and wife, ("the Borrowers/Mo.tgagors").

WITNESSETH:

WHEREAS, the Bank made a Horne Equity Credit Line to Borrowers having a maximum credit limit of Two-hundred and seven thousand and No/100ths Dollars (\$207,000.00) which Line is evidenced by a Home Equity Credit Line Agreement executed by the Borrowers and dated July 23, 2008, with a maturity date of August 15, 2033 (the "Note"); and

WHEREAS, the Note is secured by a second mortgage lien on real property situated in Cook County, Illinois, and legally described as follows, to-wit:

See attached Exhibit "A"

Which mortgage was dated July 23, 2008, and filed for record in the Office of the Recorder in and for Cook County, Illinois, on August 14, 2008 at Document No. 0822705052;

WHEREAS, the Borrowers/Mortgagors have requested the Bank to decrease the maximum credit limit of the Line from \$207,000.00 to \$186,000.00;

WHEREAS, the Bank has agreed to modify the Note and Mortgage as hereinafter set forth;

NOW, THEREFORE, in consideration of mutual covenants hereinafter set forth and for good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117 S / A S O you

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MODIFICATION OF HOME EQUITY CREDIT LINE PROMISSORY NOTE AND MORTGAGE FOR CHRISTOPH H LAMETER AND SUSANNE LAMETER

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- 2. The Borrowers/Mortgagors hereby represent and warrant to the Bank that:
 - a) The Borrowers/Mortgagors have no defense, setoff or counterclaim relative to the Note or the Mortgage.
 - b) The Mortgage continues to constitute a second lien on the real property described therein.
- 3. The Bank and the Borrowers/Mortgagors hereby agree that the Note shall be modified as follows:

The maximum credit limit for the Note shall be One-hundred eighty six thousand and No/100ths Dollars (\$186,000.00).

4. The Bank and the Bon owers/Mortgagors hereby agree that the Mortgage shall be modified as follows:

The maximum amount of the Line of Credit which may be secured at any one time is One-hundred eighty six thousand and No/100ths Dollars (\$186,000.00).

- 5. The Bank and the Borrowers/Mortgaj,ors agree that the terms and conditions of all the loan documents which are a part of the loan identified herein are hereby modified in that any reference in the loan documents to the Note and the Mortgage shall mean and include the Note and Mortgage as herein modified.
- 6. Except as expressly modified herein, all other terms and conditions of the Note and the Mortgage, and all other loan documents executed in conjunction therewith, are hereby ratified, confirmed and in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Modification the day and year first above written.

American Investors Bank and Mortgage

Joel D. Sherwood

President

Borrowers/Mortgagors

Christoph H Lameter

Susanne Lameter

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MODIFICATION OF HOME EQUITY CREDIT LINE PROMISSORY NOTE AND MORTGAGE FOR CHRISTOPH H LAMETER AND SUSANNE LAMETER Page 3 of 3 STATE OF MINNESOTA COUNTY OF Heurepon The foregoing instrument was acknowledged before me this day of January, 2011, by Joel D Sherwood, President of American Investors Bank and Mortgage, a Minnesota corporation, on behalf of the corporation. Notary Public My Commission Expires 1-31-13 DAVID JOHN COAUETTE STATE OF **Notary Public** Minnegota COUNTY OF The foregoing instrument was acknowledged pefore me this 2011, by Christoph H Lameter and Susanne Lameter, husband and wife. OFFICIAL SEAL **PEGGY JUDD** Notary Publ Notary Public - State of Illinois My Commission Expires Mar 01, 2011 My Commission Expires

DRAFTED BY:

American Investors Bank and Mortgage 6385 Old Shady Oak Road Suite 110 Eden Prairie, MN 55344

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Exhibit "A"

LOTS 47 AND 48 AND THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS IN BLOCK 2 IN FIRST ADDITION TO WEST CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, LYING NORTH OF VIAL ROAD (SO CALLED), IN TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identifier: 18-09-402-001 AND 18-09-402-002

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