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**RECORDATION REQUESTED BY:** TCF NATIONAL BANK **COMMERCIAL LENDING** DIVISION **800 BURR RIDGE PARKWAY** BURR RIDGE, IL 60527

1130642011 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/02/2011 08:42 AM Pg: 1 of 3

WHEN RECORDED MAIL TO: TCF NATIONAL BANK **COMMERCIAL LENDING** DIVISION 800 BURR KIDGE PARKWAY BURR RIDGE, IL 30527

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: PAULETTE BROUWER, COMMERCIAL LOAN CLOSER TCF NATIONAL BANK **800 BURR RIDGE PARKWAY** BURR RIDGE, IL 60527

MODIFICATION OF MORTGAGE dated August 2, 2011, is made and executed between JOHN E.

THIS MODIFICATION OF MORTGAGE dated August 2, 2011, is made and executed between JOHN E.

OUGUSTER. III and SUSAN DODGE SUSTER, Husband and Wife, whose address is 95 CHURCH ROAD, ouguster. III and SUSAN DODGE SUSTER, Husband and TCF NATIONAL BANK, whose address is 800 contents of the "Mortgage") which

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

on 08/10/2010 as Document number 1022233054.

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

THE EAST 40 FEET OF EAST 80 FEET OF LOTS 12, 13, 14 IN BLOCK 5 IN PROVIDENT MUTUAL LAND ASSOCIATION SUBDIVISION OF BLOCKS 7 TO 12 INCLUSIVE 28 TO 33 INCLUSIVE AND 54 TO 59 INCLUSIVE IN VILLAGE OF WINNETKA BEING A SUBDIVISON OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 928 ELM STREET, WINNETKA, IL 60093. The Real Property tax identification number is 05-20-210-003-0000.

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

- 1. Paragraph two (2) on page two (2) captioned as "REVOLVING LINE OF CREDIT" is hereby deleted.
- 2. The definition of "Note" is deleted in its entirety and the following is substituted in its place:

Note. The word "Note" means the promissory note dated August 2, 2011, in the original principal amount by \$197,740.00 from Grantor to Lender, together with all renewals of, extensions of, modifications

Box 400-CTCC

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## MODIFICATION OF MORTGAGE (Continued)

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refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 5.50% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$1,624.25 each and one irregular last payment estimated at \$150,747.80. Grantor's first payment is due September 2, 2011, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on August 2, 2016, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest

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 mis Modification is given conditionally, based on the representation to Lender that the non-signing person consents in 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 IS DATED MORTGAGE AND GRANTOR AGREES TO ITS TEPMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 2, 2011.

**GRANTOR:** 

JOHN FYSUSTER, III

GUSAN DODGE SUSTER

LENDER:

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JOHN E BOYLE, Senior Vice President

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**MODIFICATION OF MORTGAGE** Page 3 (Continued) INDIVIDUAL ACKNOWLEDGMENT STATE OF THINGS ) SS COUNTY OF \_\_\_\_\_\_ On this day before n.e. the undersigned Notary Public, personally appeared JOHN E. SUSTER, III and SUSAN DODGE SUSTER, 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. 22ND day of SEPTEMBER , 20 11 Given under my hand and official real this Residing at 791 ELM, W.NNETKA IL 60093 THERESA STRUAD Notary Public in and for the State of ILLIUSIS OFFICIAL SEAL THERESA STRNAD Notary Public - State of Illinois My Commission Expires Nov 24, 2014 LENDER ACKNOWLEDGMENT STATE OF FLLINOIS ) SS COUNTY OF \_\_\_\_COOK\_\_\_\_\_ 22ND day of SEPTEMBER, 2011 before me, the undersigned Notary Public, personally appeared JOHN E BOYLE and known to me to be the Senior Vice President, authorized agent for TCF NATIONAL BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of TCF NATIONAL BANK, duty authorized by TCF 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 TCF NATIONAL BANK. By THUREST STRUBO Residing at 791 CAM WINNETKA FR 60093 Notary Public in and for the State of \_\_\_\_\_\_\_\_\_ My commission expires 1124/14 OFFICIAL SEAL THERESA STRNAD

OFFICIAL SEAL THERESA STRNAD Notary Public - State of Illinois My Commission Expires Nov 24, 2014