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Doc#: 1213819102 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/17/2012 02:06 PM Pg: 1 of 5

MODIFICATION OF MORTGAGE AND AGREEMENT

Prepared by and after recording return to:

McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606
Attention: Elise J. McGee

THIS MODIFICATION OF

MORTGAGE AND AGREEMENT (this "Agreement") is made as of November 30, 2011, by and between **WILLIAM J. HAGENAH, III** ("Lender"), and **RICHARD T. PETERSON** and **KATHERINE H. PETERSON** (together, "Borrower").

RECITALS

A. Borrower heretofore executed and delivered to Lender that certain Promissory Note dated February 28, 2009 (the "Original Note"), in the original principal amount of \$1,750,000, evidencing the obligations of Borrower to Lender for monies loaned (the "Loan") by Lender to Borrower.

B. The Original Note is secured by that certain Mortgage dated as of August 31, 2005 (the "Mortgage"), executed by Borrower in favor of Lender and recorded on January 27, 2006, with the Cook County Recorder of Deeds as Document Number 0602719113 with respect to the real property commonly known as 520 Roslyn Road, Kenilworth, Illinois 60043 and legally described on Exhibit A attached hereto (the "Property").

C. Borrower executed and delivered to Lender that certain Modification of Mortgage and Agreement dated February 28, 2009, and recorded on October 19, 2009, with the Cook County Recorder of Deeds as Document Number 0929222047.

D. Borrower executed and delivered to Lender that certain Amended and Restated Promissory Note dated November 30, 2011 (the "Restated Note"), which is a renewal, replacement, restatement and substitution of the Original Note and is to be secured by the Mortgage.

E. Borrower and Lender desire to amend the Mortgage to evidence the renewal, replacement, restatement and substitution of the Original Note by the Restated Note and to secure the Restated Note thereby.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the above Recitals, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

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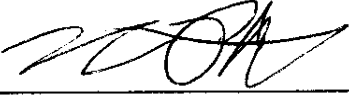
1. All references in the Mortgage, or in any other document or instrument evidencing or relating to the Loan, to the Note shall hereafter mean and refer to the Restated Note in all respects.
2. This Agreement will be in full force and effect only upon receipt by Lender of:
 - (a) This Agreement executed by all parties;
 - (b) Verification that record and legal title to the Property is vested in Borrower, and that there are no encumbrances or liens on the Property subsequent to the Mortgage other than non-delinquent taxes and assessments.
3. Principal and interest on the Loan shall be paid as provided in the Restated Note.
4. The Mortgage shall remain in full force and effect, unmodified and unamended except as expressly set forth herein.
5. The foregoing Recitals are hereby incorporated into this Agreement as if fully set forth herein.
6. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each being deemed an original, and all taken together constituting one and the same instrument.
7. This Agreement shall constitute an amendment of the terms and conditions of the Mortgage only to the extent herein contained. Borrower acknowledges and agrees that (a) this Agreement does not constitute a termination of the obligations under the Mortgage, (b) such obligations are in all respects continuing (as amended hereby) with only the terms thereof being modified as provided in this Agreement and (c) the liens and security interests as granted, ratified and reaffirmed under the Mortgage are in all respects continuing and in full force and effect and secure the payment of the indebtedness evidenced by the Note, as restated and replaced by the Restated Note, and the performance and observation of all requirements under the Restated Note and the Mortgage. Nothing herein is intended to, nor shall it in any way constitute, a payment, settlement or novation of the Original Note or the Mortgage.

[signature page follows]

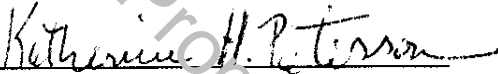
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IN WITNESS WHEREOF, Lender and Borrower have executed and delivered this Agreement as of the date first above written.

BORROWER:

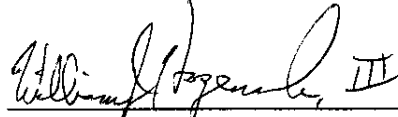


Richard T. Peterson



Katherine H. Peterson

LENDER:



William J. Hagenah, III

[acknowledgement page follows]

Property of Cook County Clerk's Office

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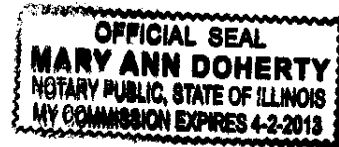
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard T. Peterson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of April, 2012.

Mary Ann Doherty
Notary Public
(SEAL)

STATE OF Illinois)
) SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Katherine H. Peterson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of April, 2012.

Mary Ann Doherty
Notary Public
(SEAL)

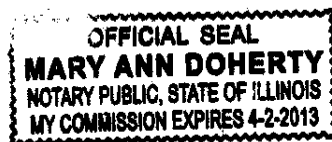
STATE OF Illinois)
) SS.
COUNTY OF Cook)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William J. Hagenah, III, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of April, 2012.

Mary Ann Doherty
Notary Public
(SEAL)



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Exhibit A

Legal Description

LOT 8 IN BLOCK 21 IN KENILWORTH COMPANY'S ADDITION TO KENILWORTH, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as address: 520 Roslyn Road, Kenilworth, Illinois 60043

PIN: 05-28-215-011-0000