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RECORDATION REQUESTED BY:

State Bank of Illinois West Chicago Facility 600 E. Washington St. West Chicago, IL 60185 12[74120]

Doc#: 1217412011 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 06/22/2012 08:30 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

State Bank of Illinois West Chicago Facility 600 E. Wachington St. West Chicago, IL 60185

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Central Loan Operations State Bank of Illinois 600 E. Washington St. West Chicago, IL 60185

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 30, 2012, is riside and executed between Chicago Title Land Trust Company T/U/T/A dated Oct /28/11 as Trust #8002358711 (referred to below as "Grantor") and State Bank of Illinois, whose address is 600 E. Washington St., West Chicago, IL 60185 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 23, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded_on December 13, 2001 as Document #0011178805.

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

LOT 25 IN WILLIAMSBURG SQUARE, BEING A SUBDIVISION OF PART OF THE FAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIS D PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 229 Patricia Bartlett, IL 60103. The Real Property tax identification number is 06-34-203-013.

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

The Grantor is now known as Chicago Title Land Trust Company as Trustee under Trust Agreement dated October 28, 2011 as Trust #8002358711.

The maturity date is hereby removed.

The Section titled "Arbitration" of the Existing Mortgage shall be deleted in its entirety and replaced with the following:

"JURISDICTION: VENUE. Grantor and all persons and entities in any manner obligated to Lender under the Note, this Mortgage and any Related Documents irrevocably submit to the jurisdiction of: (a) any state or

BOX 333-CTP

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MODIFICATION OF MORTGAGE (Continued)

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federal court sitting in the state of Illinois over any suit, action, or proceeding, brought by Grantor against Lender, arising our of or relating to the Note, this Mortgage or any Related Document; (b) any state or federal court sitting in the state of Illinois over any suit, action or proceeding, brought by Lender against Grantor, arising out of or relating to any of the Note, this Mortgage or any Related Document; (c) any state court sitting in the county of the state of Illinois over any suit, action or proceeding, brought by Lender to exercise its power to foreclose the Property or any action brought by Lender to enforce its rights with respect to any other collateral under the Loan Documents, and (d) consents to service of process by any means authorized by the law of the state of Illinois or federal law. Grantor irrevocably waives, to the fullest extant permitted by law, any objection that Grantor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

WAIVER OF JURY ICOL. GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THE NOTE, THIS MORTGAGE OR ANY RELATED DOCUMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, Grantor waives any right which it may like to claim or recover in any litigation referred to in the proceeding sentence any special, exemplary, publicive or consequential damages or any damages other than, or in addition to, actual damages. Grantor (i) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seeks to enforce the foregoing waivers or other waivers contained in this Mortgage, and (ii) acknowledges that Lender is relying upon, among other things, such waivers and certifications."

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecat? the Property; (c) the provisions of this Mortgage do not conflict with, or result under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower)

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.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 30, 2012.

6/5/12

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY T/U/T/A DATED OCT /28/11 AS

TRUST #8002358711

Trust Officer

Chicago Title Land Trust Company

LENDER:

STATE BANK OF ILLINOIS

Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT	
STATE OF THINDIS)
STATE OF TUINDIS) SS
COUNTY OF DUPAGE)
On this 5th day of Alfre	, 2012 before me, the undersigned Nota
Public, personally appeared Trust Officet Chicago Title Land Trust Company, MAURE	EN PAIGE of Chicago Title Land Trust Compar
T/U/T/A dated Oct /28/11 as Trust #8002358711, are the trust that executed the Modification of Mortgage	and acknowledged the Modification to be the free ar
voluntary act and deed of the trust, by suthority set for the uses and purposes therein mentioned, and on oa	rth in the trust documents or, by authority of statute, for
Modification and in fact executed the Modification on b	ehalf of the trust.
By Carbara 1. 26	Residing at
Notary Public in and for the State of	<u> </u>
My commission expires	"OFFICIAL SEAL" BARBARA A. ZAK
iny commission expires	Notary Public, State of Illinois My commission expires 03/19/13
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LENDER ACKNOWLEDGMENT	
STATE OF LUINO 15)
COUNTY OF DUPAGE) ss)
Public, personally appeared, authorized agent for State Bank of II	, <u>2012</u> before me, the undersigned Notary and known to me to be the <u>Community Ples ושבו</u> llinois that executed the within and foregoing instrument and
authorized by State Bank of Illinois through its	and voluntary act and deed of State Bank of Illinois , duly board of directors or otherwise, for the uses and purposes or she is authorized to execute this said instrument and in fact Bank of Illinois .
Ву	Residing at SBC WEST CHICAGO
Notary Public in and for the State of	2 · S
My commission expires $\frac{8}{19}$	"OFFICIAL SEAL" B D Karantonis

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