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RECORDATION REQUESTED BY:

State Bank of Illinois West Chicago Facility 600 E. Washington St. West Chicago, IL 60185 1217924096

Doc#: 1217804096 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/26/2012 11:38 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

State Bank of Illinois
West Chicago Facility
600 E. Washington St.
West Chicago h. 60185

SEND TAX NOTICES TO:
SBI Trust #1-1320 detect
September 25, 2006
229 Patricia Ln
Bartlett, IL 60103

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 made and executed between State Bank of illinois, not personally but as Trustee on behalf of SBI Trust #1-1320 (ate) September 25, 2006 (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 Septemb 29, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 2, 2006 as Document No. 0630620058.

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

LOTS 5 AND 6 OF ARTHUR R. LEVINE'S SECOND ADDITION TO THE VILLAGE OF BARTLE BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 406 Taylor Avenue, Bartlett, IL 60103. The Real Property tax identification number is 06-35-117-001 & 06-35-117-002.

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

The interest rate on the note is 6.259% per annum.

The maturity date of the Note is May 30, 2017.

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

BOX 333-CTI

P 5 S N SC Y

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MODIFICATION OF MORTGAGE (Continued)

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"JURISPICTION; 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 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 extent permitted by law, any objection that Grantor may now or hereafter have to the laying of venue of any such south, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court in an inconvenient forum.

WAIVER OF JURY TRIAL. 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 have to claim or recover in any litigation referred to in the proceeding sentence any special, exemplary, punitive 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, expressive or otherwise, that Lender would not, in the event of litigation, seek 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 London; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate 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.

CROSS DEFAULT. The Indebtedness of the Borrower to Lender shall be cross defaulted with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof. The indebtedness created by any Guaranty issued by the Borrower as Guarantor in favor of Lender in connection with any Indebtedness of the Borrower to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to Borrower together with any and all renewals, modifications or substitutions thereof.



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MODIFICATION OF MORTGAGE (Continued)

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CROSS COLLATERAL. It is agreed by the Borrower that the security interest created by any Commercial Security Agreement, Mortgage or other Collateral document, to the Lender, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, also secures this Promissory Note from Borrower to Lender, and that no security interest in any such Collateral will be released until the total Indebtedness owed by the Borrower to Lender is paid in full.

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.

GRANTOR:

SBI TRUST #1-1320 DATE: SEPTEMBER 25, 2006

Trust Officer, This Instrument in executed by STATE BANK OF ILLINOIS of West Chicago, Illinois not personally but solely as Trustee, as aforesaid. All the coven ints and conditions to be performed here under by STATE BANK OF ILLINOIS of West Chicago, Illinois are undertaken by it saidy as Trustee, as aforesaid and not individually, and no personal ability shall be asserted or be enforceable against STATE BANK OF ILLINOIS nation this of West Chicago, Illinois by reason of any of the covenants, statements, representations or warrantles contained in this instrument.

LENDER: 9

STATE BANK OF ILLINOIS

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT		
STATE OF Ulinois)	
) ss	
COUNTY OF Dispage)	
Chicago, Illinois, not personally but solely as Trust performed here under by STAT's BANK OF ILLINOIS Trustee, as aforesaid and not individually, and no p STATE BANK OF ILLINOIS of West Chicago, Ill representations or warranties contained in this ins #1-1320 dated September 25, 2006, and known texecuted the Modification of Mortgage and admost deed of the trust, by authority set forth in the rust	to me to be an authorized trustee or agent of the trust that ledged the Modification to be the free and voluntary act and st documents or, by authority of statute, for the uses and in the control or she is authorized to execute this Modification and in the control of the cont	
By Indation	Residing at 1000 E, Washington St. W. Chgo, De 605	
Notary Public in and for the State of	OFFICIAL SEAL LINDA M VELARDE NCTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/23/15	

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT		
STATE OF Ollinop)	
) SS	
COUNTY OF Dopage)	
Public, personally appeared <u>seey Boward</u>	,	
acknowledged said instrument to be the free and authorized by State Bank of !!!inois through its boa	voluntary act and deed of State Bank of Illinois, duly ard of directors or otherwise, for the uses and purposes e is authorized to execute this said instrument and in fact	
By Lindaliles	Residing at 1600 E. Washington St. W. Chyo, Ol 60185	
Notary Public in and for the State of		
My commission expires 11 - 23 - 15	OFFICIAL SEAL LINDA M VELARDE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/23/15	

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