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RECORDATION REQUESTED BY:

First National Bank of LaGrange 620 W. Burlington Ave. La Grange, IL 60525

WHEN RECORDED MAIL TO:

First National Bank of LaGrange 620 W. Burlington Ave. La Grange, IL 60525



Doc#: 1220816026 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 07/26/2012 11:25 AM Pg: 1 of 5

SEND TAX NOTICES TO:

Kevin J Kiehl Monica J Kiehl 5100 Ellington Ave Western Springs, IL 60558-2033

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Central Loan Operations
First National Bank of LaGrange
620 W. Burlington Avenue
LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 14, 2012, is reade and executed between Kevin J Kiehl A/K/A Kevin Kiehl and Monica J Kiehl A/K/A Monica Kiehl, Husband and Wife, not as joint tenants or tenants in common but as tenants by the entirety (referred to below as G.antor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (.eferred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 6, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 26, 2007 in Cook County as Document #0711633108.

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

See Exhibit 'A', which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5100 Ellington Ave, Western Springs, IL 60558-2033. The Real Property tax identification number is 18-08-312-020-0000.

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

The interest rate on the Note is 4.750% per annum.

The Maturity Date of the Note is August 1, 2012.

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

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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 extent 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 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. Creator (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, 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."

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 tander 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 retail 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 charges 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 AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 14, 2012.

GRANTOR:

Kevin J Kieb

Monica J Kiehl

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:		
FIRST NATIONAL BANK OF LAGRANGE		
x fllikall		
Authorized Signer		
INDIVIDUAL ACKN	OWLEDGMEN	IT
4		••••
STATE OF TO Ox)	"OFFICIAL SEAL"
) SS	STACY ANTTILA Notary Public, State of Illinois
COUNTY OF)	My Commission Expires 10-26-2013
4		
On this day before me, the undersigned Notary Public, per me known to be the individuals described in and acknowledged that they signed the Modification as their purposes therein mentioned.	vho executed t	the Modification of Mortgage, and
Given under my hand and official seal this	ray of	July 20/2.
ву С	Residing at	aribid I
Notary Public in and for the State of		7
My commission expires 10.30		

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOW	WLEDGMENT	
STATE OF)) SS	"OFFICIAL SEAL" STACY ANTTILA Notary Public. State of Illinois My Commission Expires 10-26-2013
COUNTY OF)	CAMMON OF THE PARTY OF THE PART
On this	Land known to LaGrange that ee and voluntar irange through is ated that he or half of First Nat	executed the within and foregoing ry act and deed of First National Bank its board of directors or otherwise, for she is authorized to execute this said
	nesiding at	The state of the s
Notary Public in and for the State of My commission expires		
LASER PRO Lending, Ver. 5.60.00.005 Copr. Harland Reserved IL L:\LAGR-WIN\CFI\LP		
		750 pg

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LOT 36 IN BLOCK 11 IN SPRINGDALE UNIT NO. 2 BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office