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RECORDATION REQUESTED BY:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173



Doc#: 1229955021 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/25/2012 10:46 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 8, 2012, is made and executed between Faye Alport, not personally but as Trustee on behalf of Faye Alport Trust, whose address is 2001 78th Avenue, Elmwood Park, IL 60707 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 8, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded September 10, 2009 in the office of Cook County Recorder as Document #0925305209 and re-recorded September 29, 2011 in the office of Cook County Recorder as Document #1127249077.

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

THE SOUTH 62 FEET OF LOTS 71, 72, 73, 74 AND 75 IN MILLS AND SONS RESUBDIVISION OF ALL OF LOTS 5 AND 6 AND LOTS 4 AND 7 (EXCEPT THE NORTH 109 FEET THEREOF) IN EACH OF BLOCKS 1, 2, 3, 5 TO 8 INCLUSIVE AND LOT 5 AND LOT 4 (EXCEPT THE NORTH 109 FEET THEREOF) IN BLOCK 4 OF MILLS AND SONS GREENFIELDS SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER, THE SOUTH HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER, THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER AND THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED FEBRUARY 9, 1927 AS DOCUMENT 9546508 IN VILLAGE OF ELMWOOD PARK, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2001 N. 78th Ave., Elmwood Park, IL 60707. The Real Property tax identification number is 12-36-112-081.

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

RECITALS:

A. Lender made a loan (herein referred to as "Note 1") to Borrower in the principal amount of \$715,236.24, as evidenced by a Promissory Note dated September 8, 2009, in the principal amount of the

PRECISION TITLE DBID2412-8 ACCOMMODATION

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MODIFICATION OF MORTGAGE (Continued)

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Loan made payable by Borrower to the order of Lender. The Loan was modified by that certain Change in Terms Agreement dated March 15, 2012 in the principal amount of \$715,236.24.

B. Lender made a loan (herein referred to as "Note 2") to Borrower in the principal amount of \$100,000.00, as evidenced by a Promissory Note dated September 8, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender. Pursuant to the terms of a Business Loan Agreement dated September 8, 2009, the Loan was renewed by that certain Promissory Note dated September 8, 2010 in the principal amount of \$100,000.00. The Loan was further renewed by that certain Promissory Note dated September 8, 2011 in the principal amount of \$100,000.00. The Loan was modified by that certain Change in Terms Agreement dated March 15, 2012 in the principal amount of \$100,000.00.

C. Note 1 is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 2001 N. 78th Ave., Elmwood Park, IL 60707 (the "Property"), (ii) that certain Assignment of Rents dated September 8, 2011, recorded September 29, 2011 in the office of Cook County Recorder as Document No. 1127249078 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Promissory Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying Note 1, in their original form and as amended from time to time, are collectively referred to herein as the "Note 1 Documents".

D. Note 2 is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 2001 N. 78th Ave., Elmwood Park, IL 60707 (the "Property"), (ii) that certain Assignment of Rents dated September 8, 2011, recorded September 29, 2011 in the office of Cook County Recorder as Document No. 1127249078 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the Promissory Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying Note 2, in their original form and as amended from time to time, are collectively referred to herein as the "Note 2 Documents".

E. The current outstanding Note 1 principal balance is \$608,701.91.

F. The current outstanding Note 2 principal balance is \$93,037.01 with authorized advances up to an aggregate limit of \$100,000.00.

G. The Promissory Note of Note 1 dated September 8, 2009 in the principal amount of \$715,236.24 matures on September 8, 2014.

H. The Promissory Note of Note 2 dated September 8, 2011 in the principal amount of \$100,000.00 matured on September 8, 2012. The Borrower has requested that Lender extend the maturity date until December 8, 2012 and Lender is willing to extend the maturity date until December 8, 2012, on the terms and conditions set forth hereinafter.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of the Maturity Date.

The Maturity Date for Note 2 is hereby amended and extended from September 8, 2012 to December 8, 2012. All references in any and all Note 2 Documents to "Maturity Date" or words of similar import shall now mean December 8, 2012.

2. Renewal Note.

Contemporaneously with the execution of this Agreement, a Promissory Note of even date herewith shall be executed by Borrower in the principal amount of \$100,000.00, having a maturity date of December 8,

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MODIFICATION OF MORTGAGE (Continued)

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2012. The Interest rate on the Promissory Note dated September 8, 2012 is stated to be a variable interest rate of 1.00 percentage point over the index. The index currently is 3.25% per annum. NOTICE: Under no circumstances shall the interest rate be less than 5.00% per annum or more than the maximum rate allowed by applicable law. The Note shall have a Balloon payment at maturity. All references in any and all Note 2 Documents to the "Note" shall now include the Promissory Note dated September 8, 2012 in the principal amount of \$100,000.00. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Promissory Note dated September 8, 2012 in the principal amount of \$100,000.00.

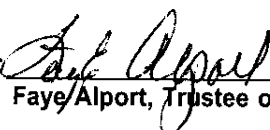
3. **Default.** The terms "Event of Default" and "Default" under the Note 1 and Note 2 Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Note Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Note Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Note Documents.

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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 2012.

GRANTOR:

FAYE ALPORT TRUST

By  _____
Faye Alport, Trustee of Faye Alport Trust

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MODIFICATION OF MORTGAGE (Continued)

LENDER:

DIAMOND BANK FSB

x Frank A. Pater VP
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF DePue)

On this 3rd day of October, 2012 before me, the undersigned Notary Public, personally appeared **Faye Alport, Trustee of Faye Alport Trust**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at DePue

Notary Public in and for the State of Illinois

My commission expires 6/18/13



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF DuPage) SS
)

On this 3rd day of October, 2012 before me, the undersigned Notary Public, personally appeared Frank Pantano and known to me to be the AVP, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** 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 **Diamond Bank FSB**.

By [Signature] Residing at DuPage

Notary Public in and for the State of Illinois

My commission expires 6/18/13



Cook County Clerk's Office