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Doc#: 1305055003 Fee: \$42.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/19/2013 09:55 AM Pg: 1 of 3

WHEN RECORDED MAIL TO: **BARRINGTON BANK & TRUST**

FOR RECORDER'S USE ONLY

THIS MODIFICATION OF MODIFIC BARRINGTON BANK & TRUST COMPANY, N.A.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 8, 2013, is made and executed between Donald Mares and Candice M. Mares, His Wife in Joint Tenancy (referred to be or as "Grantor") and BARRINGTON BANK & TRUST COMPANY, N.A., whose address is 201 S. HOUGH STREET, BARRINGTON, IL 60010 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 30, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded on October 11, 2012 in the Cook County Recorder of Deeds as Document Number 1228550051.

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

LOT 624 IN WOODLAND HEIGHTS UNIT NO. 2, BEING A SUBDIVISION IN SECTIONS 23 AND 26. TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE NOVEMBER 28, 1958 AS DOCUMENT 17389928, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 425 South Oltendorf Road, Streamwood, IL 60107. The Real Property tax identification number is 06-23-402-005.

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

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$102, 400.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means that certain Credit Agreement dated August 30, 2012 in the original

1305055003 Page: 2 of 3

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MODIFICATION OF MORTGAGE (Continued)

Page 2

principal amount of \$35,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE THIS COUNTY CLOTHES OFFICE AND GRANTOR AGREES TO ITS TEXMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 8. 2013.

GRANTOR:

Donald Mares

Candice M. Mares

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A.

Authorized Signer

1305055003 Page: 3 of 3

Page 3

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL STATE OF IL) DHARMISTA V PATEL NOTARY PUBLIC - STATE OF ILLINOIS) SS MY COMMISSION EXPIRES 09/10/16 COUNTY OF _ COOK On this day before me, the undersigned Notary Public, personally appeared Donald Mares and Candice M. Mares, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. th 8 day of January, 2013. Given under my hand and official seal this Thurmista V. Odel Residing at 1400 Isving Pusic Rd
Hunover Park IL 60133 My commission expires $9 \cdot 10 \cdot 16$ LENDER ACKNOWLEDGMENT OFFICIAL SEAL STATE OF IL DHARMISTA V PATEL NOTARY PUBLIC - STATE OF ILLINOIS) SS MY COMMISSION EXPIRES 09/10/16 COUNTY OF COULS On this , authorized agent for BARRINGTON BANK & TRUST COMPANY, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BARRINGTON BANK & TRUST COMPANY, N.A., duly authorized by BARRINGTON BANK & TRUST COMPANY, N.A. 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 BARRINGTON BANK & TRUST COMPANY, N.A.. Westing at 1400 Isving Pusk Ad

rv Public in and for the State of IL

Residing at 1400 Isving Pusk Ad

Hanover Pusk, IL 60133 Notary Public in and for the State of <u>IL</u> My commission expires 9.10.16