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MERCURY TITLE COMPANY, L.L.C.
204 3521 1 of 1 DFZ



Doc#: 0426427038
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 09/20/2004 11:00 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
1199 E. Higgins Rd.
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Lender
American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173

M.G.R. TITLE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 3, 2004, is made and executed between Mary Jo. Burg and Philip H. Kamp (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 E. Higgins Rd., Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 2, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 30, 2003 as Document #0030139312 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOT 13 IN BLOCK 7 IN SHERMAN'S ADDITION TO HOLSTEIN, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2139 West Dickens, Chicago, IL 60647. The Real Property tax identification number is 14-31-134-013-0000

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

This Modification of Mortgage reflects the following:

- (1) A decrease in the principal amount of the above referenced mortgage from \$500,000.00 to \$300,000.00.
- (2) At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the note amount of \$300,000.00.
- (3) That the above referenced Mortgage now secures a Promissory Note dated June 3, 2004 in the original principal amount of \$300,000.00 from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.
- (4) Revolving Line of Credit. Specifically, in addition to the amounts specified in the indebtedness definition,

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 818594802

Page 2

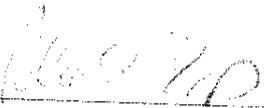
and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within Twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note dated June 3, 2004, commonly known as Note #818594802 in the original principal amount of \$300,000.00, and Related 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.

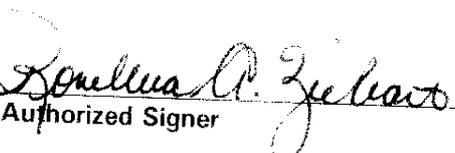
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 3, 2004.

GRANTOR:

x 
Mary Jo Burg

x 
Philip H. Kamp

LENDER:

x 
Authorized Signer

DeWitt County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 818594802

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

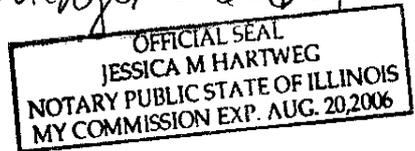
On this day before me, the undersigned Notary Public, personally appeared Mary Jo Burg and Philip H. Kamp, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of June, 2004.

By [Signature] Residing at 932 W. Randolph Chicago, IL 60607

Notary Public in and for the State of ILLINOIS

My commission expires Aug 20, 2006



LENDER ACKNOWLEDGMENT

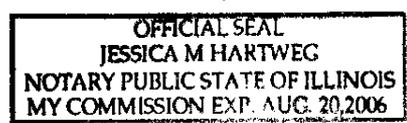
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 3rd day of June, 2004 before me, the undersigned Notary Public, personally appeared Ronellva A. Ziebart and known to me to be the SVP authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at 932 W. Randolph Chicago, IL 60607

Notary Public in and for the State of ILLINOIS

My commission expires Aug 20, 2006



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 818594802

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