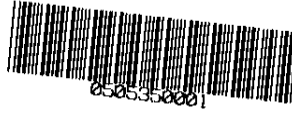


# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
American Chartered Bank  
955 National Parkway  
Suite 60  
Schaumburg, IL 60173

Doc#: 0505350001  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 02/22/2005 07:36 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

## MODIFICATION OF MORTGAGE

30610cc

THIS MODIFICATION OF MORTGAGE dated February 8, 2005, is made and executed between Michael Schmidt (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 November 8, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 30, 2004 as Document #0433550061 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:

THE WEST 60 FEET OF LOT 11 IN BLOCK 1 IN SUNNYSIDE ADDITION TO CHICAGO HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 251 W. 16th Street, Chicago Heights, IL 60411. The Real Property tax identification number is 32-20-314-017-0000

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

**This Modification of Mortgage reflects the following:**

- (1) An increase in the principal amount of the above referenced mortgage from \$110,000.00 to \$180,000.00.
- (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 \$180,000.00.
- (3) The above referenced Mortgage secures the Promissory Note dated November 8, 2004 in the original principal amount of \$ 110,000.00 from Borrower to Lender, as modified by a Change in Terms Agreement

4

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 670430101

Page 2

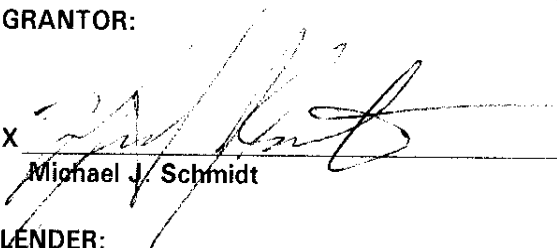
dated February 8, 2005 in the new principal amount of \$180,000.00, from Borrower to Lender together with all renewals of extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

(4) All other terms and conditions remain the same.

**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.

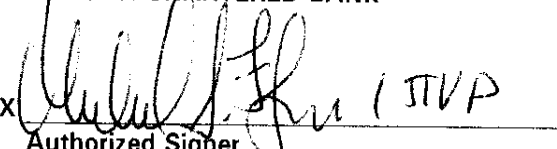
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 8, 2005.**

GRANTOR:

X   
Michael J. Schmidt

LENDER:

AMERICAN CHARTERED BANK

X  (ITVP)  
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 670430101

Page 3

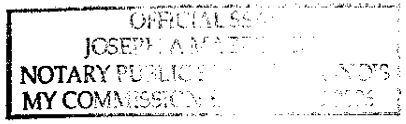
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Michael J. Schmidt**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10 day of February, 2005.  
 By [Signature] Residing at American Chartered Bank  
 Notary Public in and for the State of Illinois

My commission expires 6/05/06



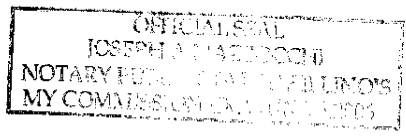
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 10 day of February, 2005 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 American Chartered Bank  
 Notary Public in and for the State of Illinois

My commission expires 6/5/06



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 670430101

Page 4

LASER PRO Lending, Ver. 5.24 10.002 Copy: Lendini Financial Solutions, Inc. 1997, 2005 All Rights Reserved IL X-10118-PL/G201 FC TR 9751 PR 15

Property of Cook County Clerk's Office