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Doc#: 0506241019
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/03/2005 09:51 AM Pg: 1 of 4

Lawyers Unit # 16056 Case# A-1254

WHEN RECORDED MAIL TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage ^{mail to} prepared by:



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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 7, 2005, is made and executed between Christopher Bambulas and Daniela Bambulas (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 February 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 17, 2004 as Document # 0407740270 in Cook County, Illinois.

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

LOTS 8, 9 AND 10 (EXCEPT THAT PART USED FOR AN ALLEY) IN BLOCK 12 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THE EAST 10 FEET THEREOF RESERVED FOR ALLEY) TOGETHER WITH THAT PART OF THE SOUTH 3/8 INCHES OF LOT 6 (EXCEPT FROM SAID PREMISES THE EAST 10 FEET RESERVED FOR ALLEY) IN THE RESUBDIVISION OF LOTS 3 TO 7, INCLUSIVE, IN BLOCK 12 AFORESAID IN UNION PARK SECOND ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1520 West Fulton Street, Chicago, IL 60607. The Real Property tax identification number is 17-08-309-003-0000

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

1). The principal amount of the Mortgage and underlying Note is herein increased from \$150,000.00 to **\$200,000.00**

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 \$200,000.00

2). This mortgage secures the promissory note dated December 22, 2003, in the original principal amount of \$60,000.00, from Borrower to Lender, as increased to a new principal amount of \$100,000.00 by

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Change in Terms Agreement dated February 23, 2004, from Borrower to Lender, as increased to a new principal amount of \$150,000.00 by Change in Terms Agreement dated August 6, 2004, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

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 endorser 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 7, 2005.

GRANTOR:

X *Christopher Bambulas*
Christopher Bambulas

X *Daniela Bambulas*
Daniela Bambulas

LENDER:

AMERICAN CHARTERED BANK

X *Ryan Piter*
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Lake)

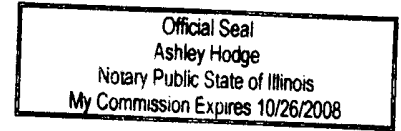
On this day before me, the undersigned Notary Public, personally appeared **Christopher Bambulas and Daniela Bambulas**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and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

Given under my hand and official seal this 7th day of February, 2005.

By Ashley Hodge Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10-26-08



LENDER ACKNOWLEDGMENT

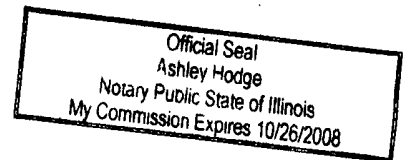
STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 7th day of February, 2005 before me, the undersigned Notary Public, personally appeared Bryan Orton and known to me to be the VICE President, 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 Ashley Hodge Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10-26-08



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MODIFICATION OF MORTGAGE

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