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Doc#: 0520105281
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 07/20/2005 02:24 PM Pg: 1 of 4

BOX 447

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

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

111149-CILC-1

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 18, 2005, is made and executed between Guy G. Gardner (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 April 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 11, 2005 as Document #0513111071 in the Cook County Recorder's Office.

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

PARCEL 1:

UNIT M2 IN THE RIVER CITY MARINA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF BLOCK 85 AND 86, TAKEN AS A TRACT, IN THE SCHOOL ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020244624 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS, EGRESS, USE, ENJOYMENT, AND SUPPORT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN AND CREATED BY THE AMENDED AND RESTATED GRANT AND RESERVATION OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY KNOWN AS RIVER CITY RECORDED AS DOCUMENT NUMBER 0010245091, AS AMENDED FROM TIME TO TIME.

The Real Property or its address is commonly known as 800 South Wells, River City Marina Slip M2, Chicago, IL 60607. The Real Property tax identification number is 17-16-401-018-1002; 17-16-401-004-0000 (underlying pin) & 17-16-401-005-0000 (underlying pin);

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Loan No: 10398501

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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 \$300,000.00 to \$375,000.00
 - (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 \$375,000.00.
 - (3) This mortgage secures a Promissory Note dated April 21, 2005, in the original principal amount of \$300,000.00, from Borrower to Lender, as amended with a Change in Terms Agreement Dated May 18, 2005 increasing the principal amount of the above mentioned Promissory Note to \$375,000.00 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.
 - (4) The following pin number is added to the above mentioned mortgage 17-16-401-018-1002
- 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 MAY 18, 2005.

GRANTOR:

X 

 Guy G. Gardner

LENDER:**AMERICAN CHARTERED BANK**

X 

 Authorized Signer

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MODIFICATION OF MORTGAGE

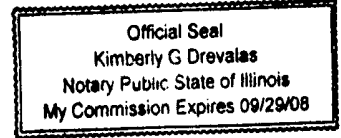
Loan No: 10398501

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
) SS
)
 COUNTY OF Kane)



On this day before me, the undersigned Notary Public, personally appeared **Guy G. Gardner**, 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 18th day of May, 2005.

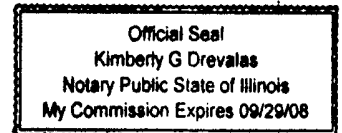
By Kimberly G Drevalas Residing at ACB

Notary Public in and for the State of IL

My commission expires 9/29/08

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
)
 COUNTY OF Kane)



On this 18th day of May, 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 Kimberly G Drevalas Residing at ACB

Notary Public in and for the State of IL

My commission expires 9/29/08

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MODIFICATION OF MORTGAGE

(Continued)

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