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Doc#: 0534741153 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2005 02:45 PM Pg: 1 of 5



Lawyers Unit # 16056 Case # I-11407

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 12, 2005, is made and executed between Chicago Title Land Trust Company as Successor Trustee to The Chicago Trust Company, As Trustee Under Trust Agreement Dated March 30, 1998 And Known As Trust Number 1105671 (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 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 28, 2005 as Document # 0511841263 in Cook County, Illinois

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

LOTS 37 TO 42 AND THE WEST 1/2 OF LOT 43, (EXCEPT THAT PART TAKEN FOR ALLEY) IN ROBINSON'S SUBDIVISION OF BLOCK 47 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1756 W. Lake Street, Chicago, IL 60612. The Real Property tax identification number is 17-07-414-014 & 17-07-414-015 & 17-07-414-016 & 17-07-414-017 & 17-07-414-018 & 17-07-414-019 & 17-07-414-022 & 17-07-414-023 & 17-07-414-024 & 17-07-414-025 & 17-07-414-034 & 17-07-414-035

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

- 1). The principal amount of the Mortgage and underlying Note is herein increased from \$250,000.00 to **\$325,000.00**
- 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 \$325,000.00

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(Continued)**

Loan No: 563002901

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3). This mortgage now secures an increase of Promissory Note dated December 22, 2003, in the original principal amount of \$60,000.00 from Borrower to Lender. The Promissory Note referenced above, since the inception of this mortgage, has been modified by two modifications: 1) dated April 1, 2005, to the new amount of \$250,000.00, and 2) dated August 12, 2005 to the new principal amount of \$325,000.00 from Borrower to Lender together with all renewals of extensions of, modification 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 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 AUGUST 12, 2005.

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO
THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT DATED MARCH 30, 1998 AND KNOWN AS TRUST
NUMBER 1105671**

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 03-30-1998 and known as Chicago Title Land Trust Company as Successor Trustee to The Chicago Trust Company, As Trustee Under Trust Agreement Dated March 30, 1998 And Known As Trust Number 1105671.

By: *Linda S. Darnie* **ASST. VICE PRESIDENT**
Authorized Signer for Chicago Title Land Trust Company



ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

AMERICAN CHARTERED BANK

X 
 Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 22nd day of August, 2005 before me, the undersigned Notary Public, personally appeared LYNDA S. BARTIE ~~AMT. VICE PRESIDENT~~

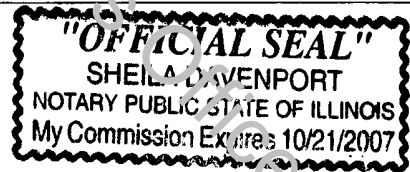
CHICAGO TITLE LAND TRUST COMPANY

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By  Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois _____)

) SS

COUNTY OF Lake _____)

On this 12th day of August, 2005 before me, the undersigned Notary Public, personally appeared Bryan Ostan and known to me to be the V.P., 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 _____



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title Land Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

County Clerk's Office