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Doc#: 0534741156 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2005 02:46 PM Pg: 1 of 4



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 November 12, 2005, is made and executed between Valdir A. Barion and Ana T. Barion, his wife (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 October 6, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 12, 2004 as Document #0431719014 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:

LOT 67 IN BLOCK 2 IN MANUFACTURER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 68 IN BLOCK 2 IN MANUFACTURER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 70 IN BLOCK 2 IN MANUFACTURER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, 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 1933 & 1937 & 1941 W. Diversey Parkway, Chicago, IL 60614. The Real Property tax identification number is 14-30-402-023-0000 as to Parcel 1 and 14-30-402-022-0000 as to Parcel 2 and 14-30-402-020-0000 as to Parcel 3.

Lawyers Unit # 16056 Case # F-10427

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 66816801

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

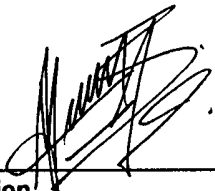
This Modification of Mortgage reflects the following:

- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to \$200,000.00;
- (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 \$200,000.00.


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 NOVEMBER 18, 2005.

GRANTOR:

X 

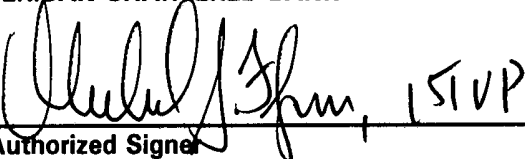
 Valdir A. Barion

X 

 Ana T. Barion

LENDER:

AMERICAN CHARTERED BANK

X 

 Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

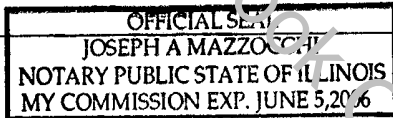
On this day before me, the undersigned Notary Public, personally appeared **Valdir A. Barion and Ana T. Barion**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 28 day of November, 2005.

By [Signature] Residing at American Chartered Bank

Notary Public in and for the State of IL

My commission expires



LENDER ACKNOWLEDGMENT

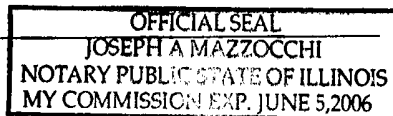
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 28 day of November, 2005 before me the undersigned Notary Public, personally appeared Mike Flynn 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 IL

My commission expires



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MODIFICATION OF MORTGAGE

(Continued)

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