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Doc#: 0603155090 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/31/2006 03:46 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 January 14, 2006, is made and executed between Ruben Gonzalez and Maricela Gonzalez, his wife, as joint tenants (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 January 14, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 2, 2004 as Document #0403332117 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:

LOT 5 (EXCEPT THE SOUTH 40 FEET AND EXCEPT THE NORTH 75 FEET THEREOF) IN BLOCK 6 IN STANNARD'S FIRST ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1937 South 4th Avenue, Maywood, IL 60153. The Real Property tax identification number is 15-14-313-014-0000.

**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 Indebtedness secured by the Mortgage to \$267,000.00;
- (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 \$267,000.00.

**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

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## MODIFICATION OF MORTGAGE

Loan No: 284856202


(Continued)

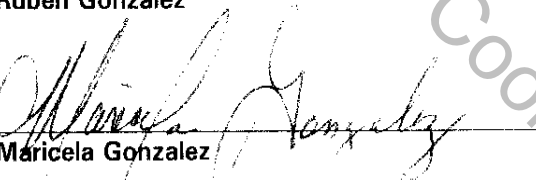
Page 2

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 JANUARY 14, 2006.**


GRANTOR:

X   
 Ruben Gonzalez

X   
 Maricela Gonzalez

LENDER:

AMERICAN CHARTERED BANK

X   
 Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 284856202

(Continued)

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
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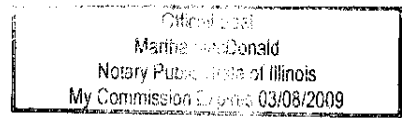
On this day before me, the undersigned Notary Public, personally appeared **Ruben Gonzalez and Maricela Gonzalez**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of Jan, 2006.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 03/08/2009



### LENDER ACKNOWLEDGMENT

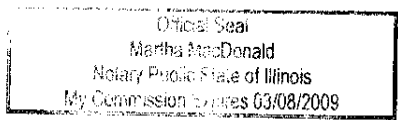
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 20<sup>th</sup> day of Jan, 2006 before me, the undersigned Notary Public, personally appeared Robert P. Noel, Jr. and known to me to be the Senior 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 [Signature] Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 03/08/2009



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## MODIFICATION OF MORTGAGE

Loan No: 284856202

(Continued)

Page 4

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