



Doc#: 0603155095 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/31/2006 04:08 PM Pg: 1 of 4

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

Lawyers Unit #15238 Case # T-11407

Property of Cook County Clerk's Office

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 5, 2006, 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 1105071 (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:

This Modification of Mortgage reflects the following:

- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to \$425,000.00;
- (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 \$425,000.00.

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MODIFICATION OF MORTGAGE

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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 JANUARY 5, 2006.

GRANTOR:

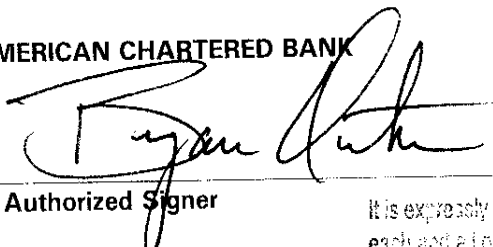
CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 30, 1998 AND KNOWN AS TRUST NUMBER 1105671

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: Sheila Duffait ASST. VICE PRESIDENT
Authorized Signer for Chicago Title Land Trust Company

LENDER:

AMERICAN CHARTERED BANK

X 
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the several individuals, representations, covenants, undertakings and agreements herein made on the part of the Trustee with in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee and hereinafter made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for its purpose or with the intention of binding said Trustee personally shall not be 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 by the parties; and that no personal liability or personal responsibility is assumed by nor shall any true be secured or given, either against the undersigned land trustee, 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.

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MODIFICATION OF MORTGAGE

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF COOK) SS

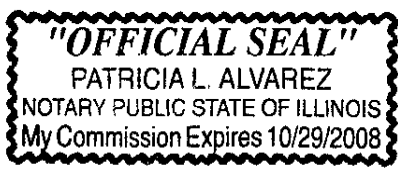
On this 12th day of January, 2006 before me, the undersigned Notary Public, personally appeared Sheila Davenport, Asst Vice Pres. of
CHICAGO TITLE LAND TRUST COMPANY

, 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 Patricia L. Alvarez Residing at CHICAGO TITLE LAND TRUST COMPANY, 181 WEST MADISON, 17TH FLOOR CHICAGO, ILLINOIS 60602

Notary Public in and for the State of Illinois

My commission expires 10/29/08



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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 5 day of January, 2006 before me, the undersigned Notary Public, personally appeared Bryon Oton and known to me to be the VP, 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 Ill

My commission expires 10-26-08



Cook County Clerk's Office