

# UNOFFICIAL COPY



Doc#: 0606850127 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2006 03:30 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 Road  
Schaumburg, IL 60173

26966-CC

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 25, 2003, is made and executed between Chicago Title Land Trust Company, as Successor Trustee of American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated June 16, 1999 known as Trust Number 500479-01/ (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 December 12, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 6, 2004 in Cook County Recorder's Office as Document # 0450631111.

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

ALL OF LOT 16, THE NORTH 262 FEET OF LOT 27 IN J. EMIL ANDERSON'S RESUBDIVISION OF PART OF ANDERSON'S NORTH-MANHEIM INDUSTRIAL SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1950 North Mannheim Road, Melrose Park, IL 60160-1013. The Real Property tax identification number is 12-32-403-020-0000; 12-32-403-028-0000.

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

- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to \$4,800,000.00;
- (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 \$4,800,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain  
\*Chicago Title Land Trust Company successor trustee to LaSalle Bank National  
Association successor trustee to American National Bank and Trust Company of Chicago

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 249060902

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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 25, 2006.**

**GRANTOR:**

X \_\_\_\_\_\*  
 Authorized Signer for Chicago Title Land Trust Company, as  
 Successor Trustee of American National Bank and Trust  
 Company of Chicago as Trustee under Trust Agreement dated  
 June 16, 1999 known as Trust Number 500479-01 and not personally

BY *[Signature]* Trust Officer  
 LENDER

\*Chicago Title Land Trust Company successor trustee to LaSalle Bank National  
 Association successor trustee to American National Bank and Trust Company of Chicago

**AMERICAN CHARTERED BANK**

X *[Signature]*  
 Authorized Signer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 10th day of February, 2006 before me, the undersigned Notary Public, personally appeared Harriet Denisewicz, Trust Officer 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 Grace Marin located at Chicago  
corporation, Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



Property of Cook County Clerk's Office

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TOTAL P.08

## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

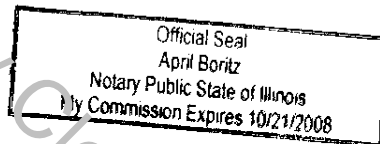
STATE OF Illinois )  
 ) SS  
 COUNTY OF DeKalb )

On this 10th day of February, 2006 before me, the undersigned Notary Public, personally appeared Michael Morphis and known to me to be the First 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 April Boritz Residing at Lynon

Notary Public in and for the State of Illinois

My commission expires 10/21/08



Cook County Clerk's Office