

# UNOFFICIAL COPY



Doc#: 0610149042 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/11/2006 03:09 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**

Lawyers Unit #15238 Case # 7-11407

This Modification of Mortgage prepared by:

American Chartered Bank  
1199 E. Higgins Rd.  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 27, 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 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 20, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 10, 2005 as Document #0513035273 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:

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 West 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 \$1,380,000.00.
- (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 \$1,380,000.00.

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 68464304

(Continued)

Page 2

**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 MARCH 27, 2006.**

**GRANTOR:**

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: *Sandra ...*  
Authorized Signer for Chicago Title Land Trust Company



**LENDER:**

**AMERICAN CHARTERED BANK**

X *[Signature]*  
Authorized Signer

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 68464304

(Continued)

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF IL )

) SS

COUNTY OF Cook )

On this 30th day of March, 2006 before me, the undersigned Notary Public, personally appeared LIDIA MARINCA ASST. VICE PRESIDENT

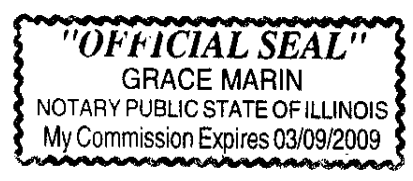
*H* CHICAGO TITLE LAND TRUST COMPANY

, 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 Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3/09/09



Cook County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 68464304

(Continued)

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DeKalb ) SS  
 )



On this 27 day of March, 2006 before me, the undersigned Notary Public, personally appeared Bryan 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 Grace Marin Ashley Hodge Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires 10-26-08



Cook County Clerk's Office