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Doc#: 0610149043 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/11/2006 03:10 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 March 27, 2006, is made and executed between Christopher Bambulas and Daniela Bambulas (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 datcd April 20, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 10, 2005 as Document #0513035271 in the Cock County Recorder's Office.

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

LOTS 8, 9 AND 10 (EXCEPT THAT PART USED FOR AN ALLEY) IN BLOCK 12 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 35, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THE EAST 10 FEET THEREOF RESERVED FOR ALLEY) TOGETHER WITH THAT PART OF THE SOUTH 3/3 (CHES OF LOT 6 (EXCEPT FROM SAID PREMISES THE EAST 10 FEET THEREOF RESERVED FOR ALLEY) IN THE RESUBDIVISION OF LOTS 3 TO 7 INCLUSIVE IN BLOCK 12 AFORESAID IN UNION PARK SECOND ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1520 West Fulton Street, Chicago, IL 60607. The Real Property tax identification number is 17-08-309-003-0000.

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 \$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.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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#### MODIFICATION OF MORTGAGE

Loan No: 68464304 (Continued)

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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, but also to all such subsequent actions.

GRANTOR ACKNOV/LITDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGRE'S TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 27, 2006.

**GRANTOR:** 

Christopher Barpoulas

Daniela Bambulas

LENDER:

AMERICAN CHARTERED BANK

Authorized Signer

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MODIFICATION OF MORTGAGE Loan No: 68464304 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT ) SS **COUNTY OF** ) On this day before me, the undersigned Notary Public, personally appeared Christopher Bambulas and Daniela Bambulas, 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 Residing at Notary Public in and for the State of Official Seal Ashley Hodge Notary Public State of Illinois My commission expires My Commission Expires 10/26/2008 LENDER ACKNOWLEDGMENT COUNTY OF before me, the undersigned Notary day of 1 On this and known to me to be the Public, personally appeared , 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, only 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\seak of said Lender.

Official Seat

ASATEL HUDGA

Notary Public State of Illinois

My Commission Expires 10/26/2008

Notary Public in and for the State of

My commission expires

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