

UNOFFICIAL COPY



Doc#: 0612550003 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/05/2006 08:44 AM Pg: 1 of 3

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

35545 CC

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 29, 2006, is made and executed between Ashly Ochsner and Rachelle Ochsner, husband and wife, tenants by the entirety (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 June 7, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 2, 2005 as Document #0533641085 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 24 IN WINDHAVEN WEST SUBDIVISION OF ORLAND PARK BEING A SUBDIVISION IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 2002 AS DOCUMENT NO. 0021315681, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 13531 Carefree Avenue, Orland Park, IL 60462. The Real Property tax identification number is 27-03-223-005-0000.

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 \$126,100.00.
- (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 \$126,100.00.

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: 10726301

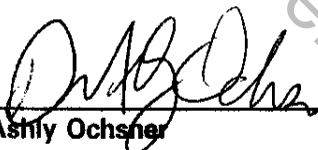
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performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It 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 29, 2006.

GRANTOR:

X 

 Ashly Ochsner

X 

 Rachelle Ochsner

LENDER:

AMERICAN CHARTERED BANK

X 

 Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 10726301

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF COOK)

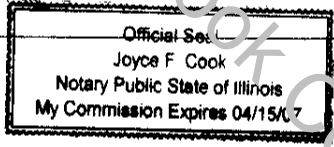
On this day before me, the undersigned Notary Public, personally appeared **Ashly Ochsner and Rachelle Ochsner**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of March, 2006.

By Joyce F. Cook Residing at 1199 E. Higgins, Schaumburg
IL 60173

Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF COOK)

On this 29th day of March, 2006 before me, the undersigned Notary Public, personally appeared Bob Florio and known to me to be the 1st 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 Joyce F. Cook Residing at 1199 E. Higgins, Schaumburg
IL 60173

Notary Public in and for the State of Illinois

My commission expires _____

