

# UNOFFICIAL COPY



Doc#: 0618746102 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/08/2006 01:27 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 June 9, 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 dated April 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 28, 2005 as Document # 0511841261 in Cook County, Illinois.

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

**PARCEL 1:**

LOTS 73 AND 74 BOTH INCLUSIVE IN HAYES, SHELBY AND MAGOFFIN'S SUBDIVISION OF BLOCK 46 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 75, 76, 77, 78, 79, 80, 81, AND 82 IN HAYES, SHELBY AND MAGOFFIN'S SUBDIVISION OF BLOCK 46 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 83 THROUGH 96, INCLUSIVE, IN HAYES, SHELBY AND MAGOFFIN'S SUBDIVISION OF BLOCK 46 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF 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 1800 West Lake Street, Chicago, IL 60612. The Real Property tax identification number is 17-07-413-012-0000 & 17-07-413-013-0000 & 17-07-413-014-0000 &

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## MODIFICATION OF MORTGAGE

(Continued)

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17-07-413-015-0000 & 17-07-413-016-0000, 17-07-413-026-0000 & 17-07-413-027-0000 & 17-07-413-028-0000 & 17-07-413-029-0000 & 17-07-413-030-0000.

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

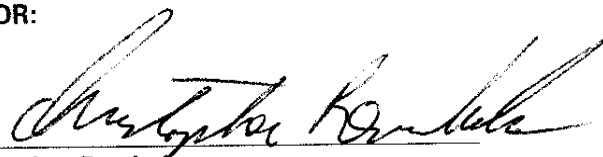
**This Modification of Mortgage reflects the following:**


- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to **\$600,000.00**;
- (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 **\$600,000.00**.

**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 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 endorser 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.

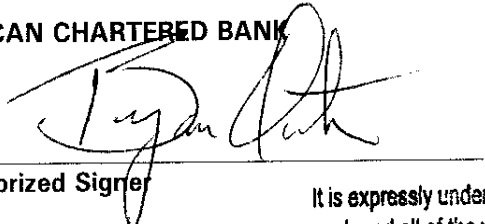
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 9, 2006.**

**GRANTOR:**

X   
 Christopher Bambulas

X   
 Daniela Bambulas

**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 warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and 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 his own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall of any kind be asserted or enforceable against the undersigned said 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

Loan No: 563002901

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

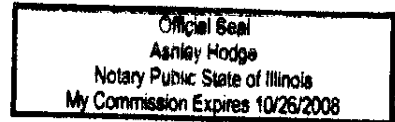
On this day before me, the undersigned Notary Public, personally appeared **Christopher Bambulas and Daniela Bambulas**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and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

Given under my hand and official seal this 9 day of June, 2006.

By Ashley Hodge Residing at Graylake, IL

Notary Public in and for the State of IL

My commission expires 10-26-08



### LENDER ACKNOWLEDGMENT

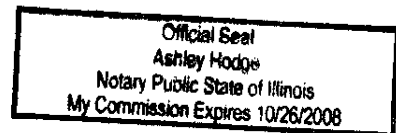
STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 9 day of June, 2006 before me, the undersigned Notary Public, personally appeared Bryan Orton 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 Graylake, IL

Notary Public in and for the State of IL

My commission expires 10-26-08



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## MODIFICATION OF MORTGAGE (Continued)

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