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Doc#: 0701844047 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2007 12:59 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173

* CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO Cp

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 29, 2006, is made and executed between LaSalle Bank National Association, not personally but as Trustee on behalf of LaSalle Bank National Association Under Trust Number 130505 dated November 22, 2002, formerly known as Mid-City National Bank of Chicago as Trustee under Trust Agreement dated 4/25/97, and known as Trust # 2697 (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 January 25, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 06, 2002 as Document #0020861021 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:

PARCEL 1:

LOT ONE (1), LOT TWO (2) AND THE EAST HALF (1/2) OF LOT THREE (3) IN BLOCK THIRTY FOUR (34) IN CARPENTER'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 11 IN BLOCK 33 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION EIGHT, 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 901 West Lake Street & 162 North Sangamon Street, Chicago, IL 60607. The Real Property tax identification number is 17-08-432-003-0000 & 17-08-431-012-0000.

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

This Modification of Mortgage reflects the following:

Handwritten signature or initials.

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MODIFICATION OF MORTGAGE

Loan No: 620212803

(Continued)

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- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to \$2,039,000.00
- (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 \$2,039,000.00
- (3) The Mortgage now secures the promissory note dated September 29, 2006, in the original principal amount of \$2,039,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

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.

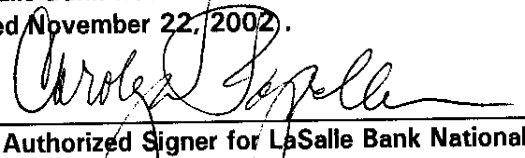
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 29, 2006.

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST NUMBER 130505 DATED NOVEMBER 22, 2002

**CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under that certain trust agreement dated 11-22-2002 and known as LaSalle Bank National Association as Trustee Under Trust Number 130505 dated November 22, 2002.

By: 
Authorized Signer for LaSalle Bank National Association

LENDER:

AMERICAN CHARTERED BANK

x 
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, 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 not 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 its 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 at any time be asserted or enforceable against the undersigned land 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

(Continued)

Loan No: 620212803

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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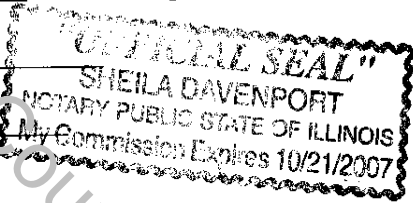
On this SEP 29 2006 day of _____, _____ before me, the undersigned Notary Public, personally appeared CAROLYN PANDENELLA ADOT. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY

, 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 Sheila Davenport Residing at _____

Notary Public in and for the State of _____

My commission expires _____



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
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 COUNTY OF COOK)

On this 29th day of SEPTEMBER, 2006 before me, the undersigned Notary Public, personally appeared JASON COSTELLO and known to me to be the _____, 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 Gerardo Gallo Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires 09-15-2008



County Clerk's Office