

# UNOFFICIAL COPY



Doc#: 0727101415 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/28/2007 02:14 PM Pg: 1 of 4

BOX 441

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 Road  
Schaumburg, IL 60173

133029

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 14, 2007, is made and executed between 1431 Ports O Call Building Corp. (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 6, 2007 as Document #0715726033 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:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.31 FEET) OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF RAND ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 297.08 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF AND 186.26 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES 26 MINUTES EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH-SOUTH, 64.33 FEET; THENCE SOUTH 6 DEGREES 34 MINUTES WEST, 51.0 FEET; THENCE NORTH 83 DEGREES 26 MINUTES, 64.33; THENCE NORTH 6 DEGREES, 34 MINUTES EAST, 51 FEET TO THE POINT OF BEGINNING, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JUNE 14, 1976 AND RECORDED JUNE 14, 1976 AS DOCUMENT NUMBER 23518364, IN COOK COUNTY, ILLINOIS AND CREATED BY DEED RECORDED AS DOCUMENT 24482750.

4K9

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 593760401

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THIS IS NOT A HOMESTEAD PROPERTY.

The Real Property or its address is commonly known as 1431 East Ports O Call Drive, Palatine, IL 60074-3255. The Real Property tax identification number is 02-12-200-051-0000.

**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 **\$440,000.00**;
- (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 **\$440,000.00**.

**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 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 14, 2007.**

GRANTOR:

1431 PORTS O CALL BUILDING CORP.

By:

  
Christopher Chudy, President/Secretary of 1431 Ports O Call Building Corp.

LENDER:

AMERICAN CHARTERED BANK

X

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 14th day of Sept 2007 before me, the undersigned Notary Public, personally appeared **Christopher Chudy, President/Secreatry of 1431 Ports O Call Building Corp.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 6/16/08



*Cook County Clerk's Office*

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Ill )

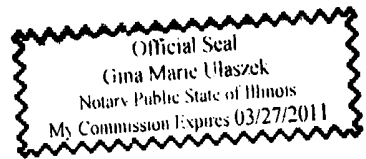
COUNTY OF Keok ) SS )

On this 17<sup>th</sup> day of September, 2007 before me, the undersigned Notary Public, personally appeared Jennifer March and known to me to be the AVP, 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 [Signature] Residing at [Address]

Notary Public in and for the State of Ill

My commission expires 3/27/2011



PROVIDED BY  
County Clerk's Office