

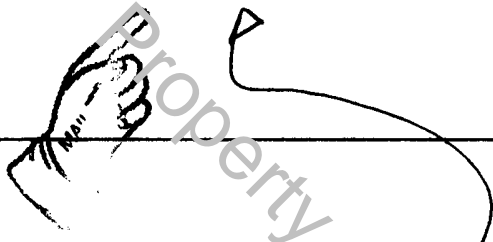
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Doc#: 0729641088 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/23/2007 12:21 PM Pg: 1 of 4

Lawyers Unit #15238 Case # I-43389 1 of 1 a.f.

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 3, 2007, is made and executed between Midwest Bank and Trust, as Trustee under Trust Agreement dated March 21, 1988 and known as Trust Number 88-0305452 (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 February 14, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 9, 2003 as Document #0030478987 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:

UNIT 4⁴⁰¹10, 402, 403 AND 404 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):
LOT 6 AND THE WEST 32 AND A HALF FEET OF LOT 5 IN BLOCK 26 IN MILLS AND SONS GREENFIELDS SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER AND OF THE SOUTH HALF OF THE NORTHWEST QUARTER, OF THE SOUTHEAST QUARTER AND OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTHEAST AND OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY TO THE DECLARATION OF CONDOMINIUM MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1978 AND KNOWN AS TRUST NUMBER 4219, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24547486 TOGETHER WITH AN UNDIVIDED 1.8407, 0.4282, 1.1899, 3.1589 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7234 West North Avenue, Suite 404, Elmwood Park,

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MODIFICATION OF MORTGAGE

Loan No: 223982504

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IL 60707. The Real Property tax identification number is 12-36-430-041-1017; 12-36-430-041-1018; 12-36-430-041-1019 and 12-36-430-041-1020.

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

This Modification of Mortgage reflects the following:

- (1) A decrease in the principal amount of Indebtedness secured by the Mortgage to **\$460,000.00**;
- (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 **\$460,000.00**
- (3) That the above referenced Mortgage now secures a promissory note dated October 3, 2007 in the principal amount of \$460,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The promissory note described in this paragraph is a refinancing of, modification of, and substitution for the Note described in the Mortgage.

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 OCTOBER 3, 2007.

GRANTOR:

MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1988 AND KNOWN AS TRUST NUMBER 88-0305452

MIDWEST BANK AND TRUST and known as Midwest Bank and Trust Company, as Trustee under Trust Agreement dated March 21, 1988 and known as Trust Number 88-0305452.

By


Authorized Signer for Midwest Bank and Trust

**SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.**



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MODIFICATION OF MORTGAGE

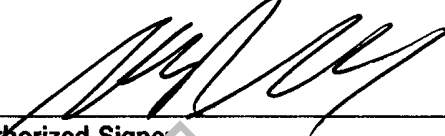
Loan No: 223982504

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LENDER:

AMERICAN CHARTERED BANK

X 
Authorized Signer

TRUST ACKNOWLEDGMENT

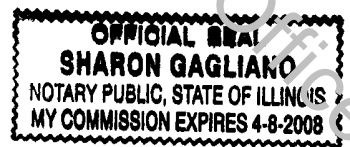
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 10th day of October, 2007 before me, the undersigned Notary Public, personally appeared Joseph M. Decker of **Midwest Bank and Trust, Trustee of Midwest Bank and Trust Company, as Trustee under Trust Agreement dated March 21, 1988 and known as Trust Number 88-0305452**, and known to me to be an authorized trustee or agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Sharon Gagliano Residing at 10 Bank

Notary Public in and for the State of Illinois

My commission expires 4-8-08



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MODIFICATION OF MORTGAGE

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 3 day of October 2007 before me, the undersigned Notary Public, personally appeared A. Louis Peritz and known to me to be the Senior Vice President 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 April Boritz Residing at Lynwood
 Notary Public in and for the State of Illinois

My commission expires 10/21/08



NOTARY PUBLIC OF COOK COUNTY Clerk's Office