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Doc#: 0731208315 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/08/2007 03:36 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

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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 26, 2507, is made and executed between 1756 W. Lake Street, LLC (referred to below as "Grantor") and Americar. Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lerider").

MORTGAGE. Lender and Grantor have entered into a Mortgage date a September 11, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 19, 2007 as Document #0726208131 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOTS 37 TO 42 AND THE WEST 1/2 OF LOT 43 (EXCEPT THAT PART TAKEN FOR ALLEY) IN ROBINSON'S SUBDIVISION OF BLOCK 47 IN CANAL TRUSTEE'S SUBDIVISION IN 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 1756 West Lake Street, Chicago, IL 60612-2516. The Real Property tax identification number is 17-07-414-014-0000 & 17-07-414-015-0000 & 17-07-414-019-0000 & 17-07-414-019-0000 & 17-07-414-029-0000 & 17-07-414-029-0000 & 17-07-414-029-0000 & 17-07-414-029-0000 & 17-07-414-029-0000 & 17-07-414-029-0000 & 17-07-414-029-0000 & 17-07-414-039-0000 & 17-07-41

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 \$100,000.00;
- (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 \$100,000.00.

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C/O/A/S O/F/CO

MODIFICATION OF MORTGAGE

Loan No: 14652802

(Continued)

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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 ACKNOWLIDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 26, 2007.

**GRANTOR:** 

1756 W. LAKE STREET, LLC

By: Christopher Bambulas, Member of 1756 W. Lake Street, LLC

By:

Daniela Bambulas, Member of 1756 W. Lake Street, LLC

LENDER:

AMERICAN CHARTERED BAN

Authorized Signer

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# UNOFFICIAL CO MODIFICATION OF MORTGAGE

(Continued) Page 3 Loan No: 14652802

| LIMITED LIABILITY COMPANY ACKNOWLEDGMENT   |   |
|--|---|
| STATE OF   | ) · · · · · · · · · · · · · · · · · · ·   |
| <u> </u>   | ) SS  |
| COUNTY OF ROLL   | )   |
| Bambulas, Member of 1756 W. Lake Street, LLC, a limited liability company that executed the Modificathe free and voluntary act and deed of the limite organization or its operating agreement, for the use | before me, the undersigned Notar is, Member of 1756 W. Lake Street, LLC and Daniel and known to me to be members or designated agents of the ation of Mortgage and acknowledged the Modification to be id liability company, by authority of statute, its articles of its and purposes therein mentioned, and on oath stated the id in fact executed the Modification on behalf of the limite.  Residing at  Official Seal Anniely Fulls (Seal Seal Anniely Hoose My Commission Expires of librory 10/25/2008 |
|  | Cotto   |
|  | Trico   |

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## MODIFICATION OF MORTGAGE

Loan No: 14652802 (Continued) Page 4 LENDER ACKNOWLEDGMENT STATE OF ) ) SS On this ) / before me, the undersigned Notary Public, personally appeared 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. Murriell Notary Public in and for the State of My commission expires Official Seal Asnie, Hodge Notary Public Scale of Illinois

ASER PRO Landing, Var. 5.37.00.003 Cope. Herland Financial Solutions, Inc. 1937, 2007. All Rights Transved. - IL X:\CFittPL\G201.FC TR-22388 PR-18

My Commussion Expires 10/26/2008