

UNOFFICIAL COPY



Doc#: 0733133042 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/27/2007 09:09 AM Pg: 1 of 5

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 East Higgins Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 12, 2007, is made and executed between Jeffrey Scott Stangel and Leslie P. Stangel, husband and wife, (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 July 1, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on September 18, 2007 as Document #0726142058 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:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1433 South Prairie Avenue, Unit C, Chicago, IL 60605-2852. The Real Property tax identification number is 17-22-110-035-1021.

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 **\$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**.

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

BOX 333-CT

8386765 ZC
5919858

2

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

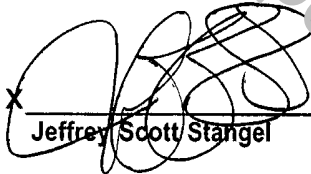
Loan No: 594178401

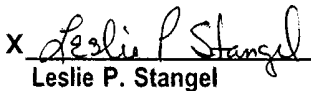
Page 2

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 NOVEMBER 12, 2007.


GRANTOR:

X 
Jeffrey Scott Stangel

X 
Leslie P. Stangel

LENDER:

AMERICAN CHARTERED BANK

X 
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

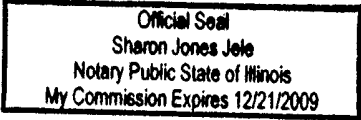
MODIFICATION OF MORTGAGE (Continued)

Loan No: 594178401

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)

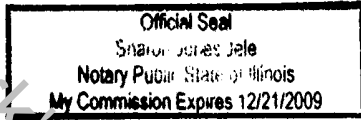


On this day before me, the undersigned Notary Public, personally appeared **Jeffrey Scott Stangel**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of November, 2007.
 By [Signature] Residing at 932 W. Randolph
 Notary Public in and for the State of Illinois
 My commission expires 12-21-2009

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared **Leslie P. Stangel**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of November, 2007.
 By [Signature] Residing at 932 W. Randolph
 Notary Public in and for the State of Illinois
 My commission expires 12-21-2009

UNOFFICIAL COPY

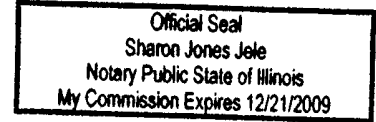
MODIFICATION OF MORTGAGE (Continued)

Loan No: 594178401

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF COOK)



On this 13th day of November, 2007 before me, the undersigned Notary Public, personally appeared Kenneth S. Stanke and known to me to be the 1st 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 [Signature] Residing at 932 W. Randolph
 Notary Public in and for the State of Illinois
 My commission expires 12-21-2009

Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit "A"

PARCEL 1:

UNIT NUMBER J-21 IN PRAIRIE PLACE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION IN THE NORTHWEST 1/4 FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST 1/4 OF LOT 1 IN SAID PRAIRIE PLACE TOWNHOMES SUBDIVISION; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 56.00 FEET ALONG THE NORTHERLY EXTENSION THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 102.21 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 1240.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 102.21 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 68.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'E' TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 29, 1996 AS DOCUMENT NUMBER 96318235; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT AS CREATED AND SET OUT IN THE GRANT OF EASEMENT, DATED DECEMBER 20, 1994 AND RECORDED DECEMBER 29, 1994 AS DOCUMENT 04080034.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT AS CREATED AND SET OUT IN THE GRANT OF EASEMENT, DATED DECEMBER 20, 1994 AND RECORDED DECEMBER 29, 1994 AS DOCUMENT 04080035.