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Doc#: 0828201096 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/08/2008 11:45 AM Pg: 1 of 4

WHEN RECORDED MAIL TO: American Chartered Bank 955 National Parkway Suite 60 Schaumburg, JL 60173

FOR RECORDER'S USE ONLY

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

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 8, 2002, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company Successor Trustee To LaSalle Bank National Association Successor To Anie ican National Bank And Trust Company Of Chicago As Trustee Under Trust Agreement Dated October 1, 1990 And Known As Trust Number 112752-03 (referred to below as "Grantor") and American Chartered Bank, whose aldress is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 28, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 26, 2007 as Document #0729942012 in the Cook County Recorder's Office, as subsequently modified from time to time.

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

LOT 169 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANCIES TO THE NORTHERLY LINE OF LOT 169)

LOT 170 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 170)

LOT 171 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 171)

LOT 172 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 172)

LOT 173 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT THE RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 173)

IN CENTEX INDUSTRIAL PARK UNIT 13 BEING A SUBDIVISION IN SECTION 26 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AUGUST 2, 1963, AS DOCUMENT NO. 2104889

BOX 333-CTI

4 AD

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042404

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The Real Property or its address is commonly known as 2001 Landmeier Road, Elk Grove Village, IL 60007. The Real Property tax identification number is 08-26-304-032-0000, 08-26-304-033-0000; 08-26-304-034-0000; 08-26-304-035-0000 and 08-26-304-036-0000. OR - 24-304-058-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:  $\emptyset$  % -  $26^{\circ}$  304 - 059 - 000

#### This Modification of Mortgage reflects the following:

(1) This Modification of Mortgage reflects that the maturity date in the loan documents secured by this mortgage is being extended to January 8, 2009.

All other terms and conditions remain the same.

CONTINUING VALICITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full torce 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 JULY 8, 2008.

**GRANTOR:** 

CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION SUCCESSOR TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1990 AND KNOWN AS TRUST NUMBER 112752-03

CHICAGO TITLE LAND TRUST COMPANY and known as Chicago Title Land Trust Company Successor Trustee To LaSalle Bank National Association Successor To American National Bank And Trust Company Of Chicago As Trustee Under Trust Agreement Dated October 1, 1990 And Known As Trust Number 112752-03.

Authorized Signer for Chicago Title Land Trust Company

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### **UNOFFICIAL COPY**

MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042404 Page 3 LENDER: AMERICAN CHARTERED BANK Authorized Sign TRUST ACKNOWLEDGMENT STATE OF \_ ) SS COOK COUNTY OF On this day of before me, the undersigned Notary TRUST OFFICER Public, personally appeared Title Land Trust Company, Trustee of Chicago Title Land Cust Company Successor Trustee To LaSalle Bank National Association Successor To American National Bank And Trust Company Of Chicago As Trustee Under Trust Agreement Dated October 1, 1990 And Known As Trust Number 112752-03, 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 incontioned, 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. Residing at IL Notary Public in and for the State of "OFFICIAL SEAL My commission expires **DENYS VACA** Notary Public, State of Illincis My Commission Empires 04/12/11 

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# **UNOFFICIAL COPY**

MODIFICATION OF MORTGAGE (Continued)

Loan No: 29042404

LENDER ACKNOWLEDGMENT	
STATE OF IWNOIS	)
	) SS
COUNTY OF BUKAUS	_ )
On this 15th day of Scale Moore	
ua) or <u>Contribut</u>	, <u>2008</u> before me, the undersigned Notary and known to me to be the <u>Sentoy Vice Resident</u>
, authorized agent for American Charter	red Bank that executed the within and foregoing instrument
and acknowledged said instrument to be the free a	and voluntary act and deed of American Chartered Bank, duly is 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 in fact
executed this said instrument on benaif of America	
BY ROPAND THE CO	Residing at Sycamore, IL
Notary Public in and for the State of IUND	
My commission expires 4-10-10	
	Official Seal Robin Tufts Notary Public State of Illinois My Commission Expires 04/10/2010
ASED DOCUMENTS OF A SECOND SEC	
LASER PRO Lending, Ver. 5,38,10,001 Copr. Harland Financial So	Judions, Inc. 1997, 2008. All Rights Reserver - IL XXCFILPLVG201.FC TR-28828 PR-18
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