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Doc#: 0900511084 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2009 11:38 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 E. Higgins Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 2008, is made and executed between Chicago Title Land Trust Company as Successor Trustee to LaSalle National Bank as Trustee, under Trust Number 107615, Trust Agreement dated February 8, 1984 (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 27, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 18, 2008 as Document #0807850011 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:

LOTS 1 THROUGH 11, INCLUSIVE, IN BLOCK 2 IN HULL'S SUBDIVISION OF BLOCKS 1 AND 2 IN DAVIS ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 12 THROUGH 20 INCLUSIVE, IN BLOCK 2 IN HULL'S SUBDIVISION OF BLOCKS 1 AND 2 IN DAVIS ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALL OF THE EAST AND WEST VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 11, BOTH INCLUSIVE, NORTH AND ADJOINING LOTS 12 AND 53, AND NORTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 12 TO THE NORTHWEST CORNER OF SAID LOT 53, AND ALL OF THE NORTH AND SOUTH VACATED ALLEY LYING EAST OF LOTS 12 TO 20, BOTH INCLUSIVE, INCLUDING THE VACATED ALLEY LYING ADJACENT TO LOTS 45 AND 53, BOTH INCLUSIVE, AND LYING WEST AND NORTH OF A LINE DESCRIBED AS FOLLOWS: STARTING AT THE SOUTHEAST CORNER OF LOT 45; THENCE NORTH 89 DEGREES 36 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE THEREOF 125.56 FEET TO THE EAST LINE OF VACATED ALLEY FOR A PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS WEST ALONG SAID EAST LINE OF

Chicago Title 2717848

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VACATED ALLEY 209.53 FEET; THENCE NORTH 45 DEGREES 12 MINUTES 11 SECONDS EAST ALONG A SOUTHEASTERLY LINE OF VACATED ALLEY 9.86 FEET TO A SOUTH LINE OF VACATED ALLEY; THENCE SOUTH 89 DEGREES 35 MINUTES 09 SECONDS EAST ALONG SAID SOUTH LINE OF VACATED ALLEY 119.59 FEET TO THE NORTHEAST CORNER OF LOT 53, WHICH NORTHEAST CORNER OF LOT 53 IS 216.48 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 45, AFORESAID, ALL IN BOOK 2 IN HULL'S SUBDIVISION OF BLOCKS 1 AND 2 IN DAVIS ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2433 West Fulton Street, Chicago, IL 60612. The Real Property tax identification number is 16-12-413-053-0000.

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 **\$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**.

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 NOVEMBER 24, 2008.

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GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO
LASALLE NATIONAL BANK AS TRUSTEE, UNDER TRUST NUMBER
107615, TRUST AGREEMENT DATED FEBRUARY 8, 1984**

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 02-08-1984 and known as Chicago Title Land Trust Company as Successor Trustee to LaSalle National Bank as Trustee, under Trust Number 107615, Trust Agreement dated February 8, 1984.

By: Margaret O. Donnell ASST. VICE PRESIDENT
Authorized Signer for Chicago Title Land Trust Company

LENDER:

AMERICAN CHARTERED BANK

X _____
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personal. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

PROPERTY OF COOK COUNTY Clerk's Office

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TRUST ACKNOWLEDGMENT

STATE OF Ill)
) SS
 COUNTY OF Cook)

On this 4th day of December, 2008 before me, the undersigned Notary Public, personally appeared Margaret O'Donnell, ASST. VICE PRESIDENT of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company as Successor Trustee to LaSalle National Bank as Trustee, under Trust Number 107615, Trust Agreement dated February 8, 1984, 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 [Signature] Residing at 1100 Lake St, Ste 165
Oak Park Ill 60301

Notary Public in and for the State of Ill

My commission expires 4/20/09



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LENDER ACKNOWLEDGMENT

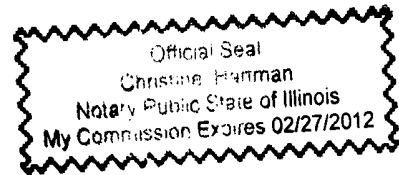
STATE OF IL)
) SS
 COUNTY OF lake)

On this 25th day of November, 2008 before me, the undersigned Notary Public, personally appeared Jim Bolman and known to me to be the 1st Vice President, authorized agent for **American Chartered Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American Chartered Bank**, duly authorized by **American Chartered Bank** 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 in fact executed this said instrument on behalf of **American Chartered Bank**.

By Christine Hartman Residing at Round Lake, IL

Notary Public in and for the State of IL

My commission expires 2/27/12



Cook County Clerk's Office