

# UNOFFICIAL COPY



Doc#: 0902917078 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/29/2009 02:35 PM Pg: 1 of 4

Recording Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

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

07-06098

FOR RECORDER'S USE ONLY

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

75333689

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 28, 2008, is made and executed between Robert R. Ekroth, not personally but as Trustee on behalf of 6641 S. Lowe Avenue Land Trust Agreement dated February 14, 2008 and Known as Trust No. 001 (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 28, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on April 8, 2008 as Document #0809948047 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 15 IN EVA R. PERRY'S RESUBDIVISION OF BLOCK 18 IN LINDEN GROVE SUBDIVISION OF WEST 35 ACRES OF NORTH 70 ACRES AND SOUTH 90 ACRES OF NORTH WEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6641 South Lowe Avenue, Chicago, IL 60621. The Real Property tax identification number is 20-21-126-013-0000.

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

That the above referenced Mortgage now secures a promissory note dated October 28, 2008 in the principal amount of \$59,500.00 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

*Garie Senese*

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 604084504

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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.

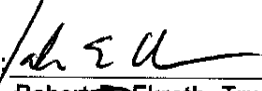
**ADDITIONAL LIENS.** Grantor shall not transfer, pledge, mortgage, encumber or otherwise permit the Property to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Mortgage, without the prior written consent of Lender. This includes security interest even if junior in right to the security interest granted under this Mortgage. Additionally, if Grantor is a land trust, corporation, limited liability company or general or limited partnership, Grantor shall not, transfer, convey, mortgage, pledge, encumber, assign or grant a lien or any other interest, license or lease, whether voluntary or involuntary, of all or any portion of the direct or indirect legal or beneficial ownership of, or any interest in Grantor, including any agreement to transfer or cede to another person any voting, management or approval rights, or any other rights, appurtenant to any such legal or beneficial ownership or other interest. Specifically, this paragraph is intended to prohibit any pledge or assignment, directly or indirectly, of a controlling interest in Grantor or its general partner, controlling limited partner or controlling member for purposes of securing so called "mezzanine" indebtedness.

**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 28, 2008.**

GRANTOR:

6641 S. LOWE AVENUE LAND TRUST AGREEMENT DATED FEBRUARY  
14, 2008 AND KNOWN AS TRUST NO. 001

By:

  
~~Robert R. Ekroth, Trustee of 6641 S. Lowe Avenue Land Trust~~  
Agreement dated February 14, 2008 and Known as Trust No.

001 Joseph E. Wanner, Beneficiary

LENDER:

AMERICAN CHARTERED BANK

x  FVP

Authorized Signer

Michael Moran

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## MODIFICATION OF MORTGAGE (Continued)

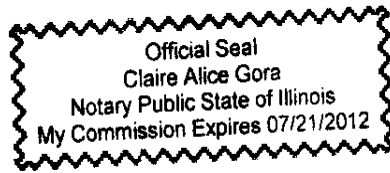
Loan No: 604084504

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### TRUST ACKNOWLEDGMENT

STATE OF IL  
COUNTY OF COOK

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) SS  
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On this 28 day of October, 2008 before me, the undersigned Notary Public, personally appeared **Robert R. Ekroth, Trustee of 6641 S. Lowe Avenue Land Trust Agreement dated February 14, 2008 and known as Trust No. 001**, 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 \_\_\_\_\_  
Notary Public in and for the State of COOK *Claire Alice Gora*  
My commission expires 07/21/12

PROFESSIONAL COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 604084504

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
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 COUNTY OF COOK ) SS  
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On this 28 day of October, 2008 before me, the undersigned Notary Public, personally appeared Michael Moran and known to me to be the FVP, 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 [Signature] Residing at \_\_\_\_\_  
 Notary Public in and for the State of COOK Claire Alice Gora  
 My commission expires 07/21/12



\*U00399946\*

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Cook County Clerk's Office