

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 0909908588 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/09/2009 04:03 PM Pg: 1 of 5

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 17-20-232-050-1120

**Address:**

**Street:** 1525 South Sangamon Street, Unit 410

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60608

**Lender:** American Chartered Bank

**Borrower:** Bark Chicago South, Inc./Bark Chicago, Inc./Jennifer L. Schilling

**Loan / Mortgage Amount:** \$67,866.13

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 612D2CFD-B665-4F02-BA70-BB98F586BDD4

**Execution date:** 04/01/2009

**UNOFFICIAL COPY****WHEN RECORDED MAIL TO:**

American Chartered Bank  
 955 National Parkway  
 Suite 60  
 Schaumburg, IL 60173

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**FOR RECORDER'S USE ONLY**


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**This Modification of Mortgage prepared by:**

American Chartered Bank  
 1199 E. Higgins Road  
 Schaumburg, IL 60173

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**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated April 1, 2009, is made and executed between Jennifer L. Schilling, unmarried (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 16, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 8, 2007 as Document # 0722041039 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:

UNIT 410-P IN THE UNIVERSITY VILLAGE LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1 AND 4 AND OUTLOTS A AND B AND PART OF OUTLOT C IN BLOCK 3 OF UNIVERSITY VILLAGE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2002 AS DOCUMENT NO. 0021409249, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL RIGHTS APPURTENANT TO THE FOREGOING PROPERTY PURSUANT TO THAT CERTAIN NONEXCLUSIVE AERIAL EASEMENT AGREEMENT DATED JUNE 26, 2001 AND RECORDED JUNE 28, 2001 AS DOCUMENT NUMBER 0010571142.

WHICH SURVEY IS ATTACHED AS EXHIBIT G TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE UNIVERSITY VILLAGE LOFTS DATED MARCH 4, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322530, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 1525 South Sangamon Street, Unit 410, Chicago, IL 60608. The Real Property tax identification number is 17-20-232-050-1120.

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

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

Loan No: 13702204

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This Modification of Mortgage reflects the following:

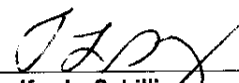
- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to \$67,866.13.
- (2) At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$67,866.13.
- (3) That the above referenced Mortgage now secures a promissory note dated April 1, 2009 in the principal amount of \$67,866.13 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 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 APRIL 1, 2009.**

GRANTOR:

x   
 \_\_\_\_\_  
 Jennifer L. Schilling

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 13702204

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LENDER:

AMERICAN CHARTERED BANK

X *Tyran O'Neil*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

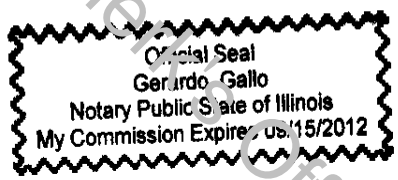
On this day before me, the undersigned Notary Public, personally appeared **Jennifer L. Schilling**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for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

Given under my hand and official seal this 1<sup>st</sup> day of APRIL, 2009.

By *Gerardo Gallo* Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires 09/15/2012



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 13702204

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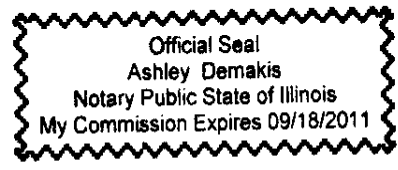
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Lake )

On this 1st day of April, 2009 before me, the undersigned Notary Public, personally appeared Bryanorton and known to me to be the 1st VP, 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 Ashley Demakis Residing at Bloomington, IL  
 Notary Public in and for the State of IL

My commission expires 9/18/2011



Cook County Clerk's Office