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Doc#: 1007808239 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/19/2010 03:47 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
20 North Martingale Road
Suite 600
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 March 10, 2010, is made and executed between Mary Ann Murray and Peter B. Harrison, Jr., wife and husband as tenancy by the entirety (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 May 11, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 30, 2009 as Document #0918108210 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:

PARCEL 1: UNIT 2104 AND GU-328 AND GU-329 IN THE TOWER RESIDENCES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.18 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.88 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES 0 MINUTES, 0 SECONDS EAST, ALONG THE WEST LINE THEREOF, 19.36 FEET; THENCE SOUTH 90 DEGREES, 0 MINUTES, 0 SECONDS EAST, 26.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 04 MINUTES, 10 SECONDS WEST, 36.31 FEET; THENCE NORTHERLY 13.18 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 136.61 FEET; CONVEX WESTERLY, AND WHOSE CHORD BEARS NORTH 13 DEGREES, 48 MINUTES, 32 SECONDS WEST A DISTANCE OF 13.17 FEET; THENCE NORTH 70 DEGREES, 29 MINUTES, 29 SECONDS EAST, 0.41 FEET;

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(Continued)**

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THENCE NORTH 88 DEGREES, 19 MINUTES, 45 SECONDS EAST 5.41 FEET; THENCE SOUTH 0 DEGREES, 28 MINUTES, 25 SECONDS WEST 1.13 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 0 SECONDS EAST 1.72 FEET; THENCE SOUTH 0 DEGREES, 11 MINUTES, 42 SECONDS EAST, 2.94 FEET; THENCE SOUTH 88 DEGREES, 36 MINUTES, 47 SECONDS EAST 2.79 FEET; THENCE SOUTH 0 DEGREES, 05 MINUTES, 25 SECONDS WEST 9.70 FEET; THENCE NORTH 89 DEGREES, 34 MINUTES, 58 SECONDS EAST, 1.41 FEET; THENCE NORTH 0 DEGREES, 18 MINUTES, 21 SECONDS EAST, 0.41 FEET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 39 SECONDS EAST, 8.87 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 18 SECONDS WEST, 0.83 FEET; THENCE SOUTH 89 DEGREES, 41 MINUTES, 50 SECONDS EAST, 3.88 FEET; THENCE NORTH 0 DEGREES, 18 MINUTES, 10 SECONDS EAST, 1.9 FEET; THENCE NORTH 89 DEGREES, 48 MINUTES, 37 SECONDS EAST, 14.33 FEET; THENCE NORTH 0 DEGREES, 18 MINUTES, 17 SECONDS EAST, 1.69 FEET; THENCE NORTH 89 DEGREES, 52 MINUTES, 08 SECONDS EAST, 14.43 FEET; THENCE SOUTH 0 DEGREES, 11 MINUTES, 08 SECONDS EAST, 5.26 FEET; THENCE SOUTH 89 DEGREES, 49 MINUTES, 40 SECONDS EAST, 14.33 FEET; THENCE SOUTH 0 DEGREES, 07 MINUTES, 47 SECONDS WEST, 25.19 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES, 13 SECONDS EAST, 5.67 FEET; THENCE SOUTH 0 DEGREES, 57 MINUTES, 07 SECONDS WEST, 8.32 FEET; THENCE WESTERLY 70.75 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 128.18 FEET, CONVEX SOUTHERLY, AND WHOSE CHORD BEARS SOUTH 89 DEGREES, 59 MINUTES, 01 SECONDS WEST, A DISTANCE OF 69.86 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0613532041, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-146, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0613532041, AS AMENDED FROM TIME TO TIME.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR PEDESTRIAN AND LIMITED MOTOR VEHICLE INGRESS AND EGRESS AS CREATED BY GRANT OF ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL RECORDED JULY 27, 2000 AS DOCUMENT NUMBER 00570791 MADE BY CHICAGO TITLE TRUST NUMBER 1080000 AND MUSEUM PARK EAST, LLC.

The Real Property or its address is commonly known as 1235 South Prairie Avenue, Apt#2104, Chicago, IL 60605. The Real Property tax identification number is 17-22-110-125-1146, 17-22-110-125-1614, 17-22-110-125-1615.

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 **\$73,300.00**
- (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 **\$73,300.00**.

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 endorser 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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 10, 2010.

GRANTOR:

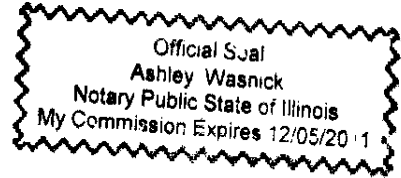
X *Mary Ann Murray*
Mary Ann Murray

X *Peter B. Harrison, Jr.*
Peter B. Harrison, Jr.

LENDER:

AMERICAN CHARTERED BANK

X *[Signature]*
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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) SS
)

On this day before me, the undersigned Notary Public, personally appeared **Mary Ann Murray**, 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 10th day of March, 2010.

By *Millie J Magajne* Residing at _____

Notary Public in and for the State of IL

My commission expires 6-30-11



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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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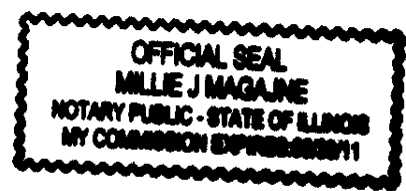
On this day before me, the undersigned Notary Public, personally appeared **Peter B. Harrison, Jr.**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of March, 2010.

By Millie J Magala Residing at _____

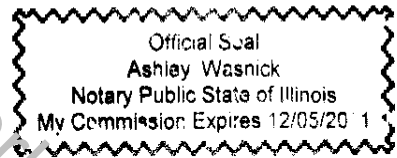
Notary Public in and for the State of IL

My commission expires 6-30-11



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)



On this 17th day of March, 2010 before me, the undersigned Notary Public, personally appeared Diane Trast and known to me to be the 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 Wasnick Residing at 20 N. Martingale Schaumburg, IL 60173

Notary Public in and for the State of Illinois

My commission expires 12/5/11