

# UNOFFICIAL COPY



Doc#: 1100349081 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/03/2011 03:57 PM Pg: 1 of 3

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 E. Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2010, is made and executed between Dr. Yousef Zaffarkhan (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 June 7, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 18, 2010 as Document #1016911096 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:

UNIT 114 AND P-3 IN THE EMERALD CONDOMINIUM, AS DESCRIBED AND DEFINED ON A SURVEY OF THE FOLLOWING PROPERTY:

THAT PART OF LOTS 10, 11, 12, 13, 14, 15 AND 16 IN BLOCK 10 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0812116028, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 825 West Monroe Street, Unit 114B, Chicago, IL 60607-2634. The Real Property tax identification number is 17-17-215-024-1001 and 17-17-215-024-1216.

**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 **\$265,750.00**;
- (2) At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 608086301

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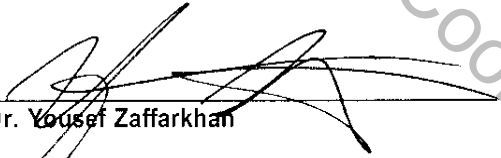
advanced to protect the security of the Mortgage, exceed **\$265,750.00**.

**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 15, 2010.**

GRANTOR:

X

  
Dr. Yousef Zaffarkhan

LENDER:

AMERICAN CHARTERED BANK

X

  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 608086301

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COPAGE )

On this day before me, the undersigned Notary Public, personally appeared **Dr. Yousef Zaffarkhan**, 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 15 day of NOVEMBER, 2010.

By April Boritz Residing at VILLA PARK

Notary Public in and for the State of ILLINOIS

My commission expires 4/22/14



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COPAGE )

On this 15 day of NOVEMBER 2010 before me, the undersigned Notary Public, personally appeared ARON FIECK and known to me to be the \_\_\_\_\_, 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 April Boritz Residing at VILLA PARK

Notary Public in and for the State of ILLINOIS

My commission expires 4/22/14

