

# UNOFFICIAL COPY



Doc#: 1129246065 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/19/2011 03:10 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 E. Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE



\*0000000014128301-1074010072011\*

**THIS MODIFICATION OF MORTGAGE** dated October 7, 2011, is made and executed between Jayshree Kotiyark, Inc. (referred to below as "Grantor") and American Chartered Bank, whose address is 20 North Martingale Road, Suite 600, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 7, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 9, 2006 as Document # 0622139098 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 4 & 5 IN BLOCK 3 IN HARVEY S. BRACKETT'S LAWRENCE AVENUE VILLA TRACT, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4207-4211 West Lawrence Avenue, Chicago, IL 60630. The Real Property tax identification number is 13-15-203-005-0000.

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

This Modification of Mortgage reflects the following:

(1) A decrease in the principal amount of Indebtedness secured by the Mortgage to **\$240,000.00**;

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## MODIFICATION OF MORTGAGE

Loan No: 14128301-1

(Continued)

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(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 \$240,000.00.

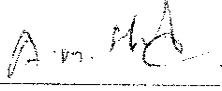
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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

**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 7, 2011.**

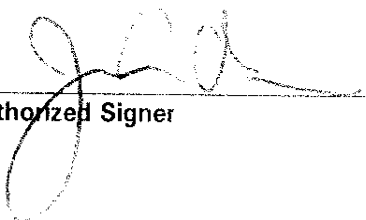
**GRANTOR:**

**JAYSHREE KOTIYARK, INC.**

By:   
Amitkumar Shah, President of Jayshree Kotiyark, Inc.

**LENDER:**

**AMERICAN CHARTERED BANK**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

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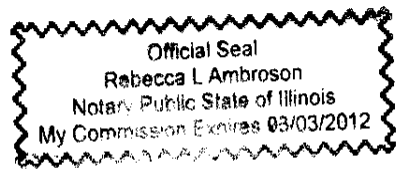
Loan No: 14128301-1

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### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



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) SS  
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On this 17 day of October, 2011 before me, the undersigned Notary Public, personally appeared **Amitkumar Shah, President of Jayshree Kotiyark, Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Rebecca L. Ambrosion  
 Notary Public in and for the State of Illinois  
 My commission expires 3/03/2012

Residing at 1199 E. Higgins Rd.  
Schaumburg IL  
60123

County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 14128301-1

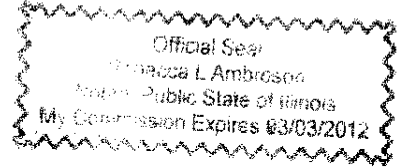
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 2 day of October, 2011 before me, the undersigned Notary Public, personally appeared James E. Olson and known to me to be the Senior 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 Rebecca A. Robinson Residing at 1199 E. Higgins Rd  
Schaumburg IL  
60193  
 Notary Public in and for the State of Illinois  
 My commission expires 3/03/2012

Cook County Clerk's Office