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Doc#: 1134218019 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2011 10:46 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
American Chartered Bank
20 North Martingale Road,
Suite 600
Schaumburg, IL 60173

#9025288

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE



0000000014576901-1074010112011

THIS MODIFICATION OF MORTGAGE dated October 11, 2011, is made and executed between Luke Brindle and Anne Brindle, a/k/a Anne B. Hartnett, husband and wife, as tenants by the entirety (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 October 11, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 24, 2007 as Document #0702445044 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 23 IN SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN COCHRAN AND OTHERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1844 West Rice Street, Chicago, IL 60622. The Real Property tax identification number is 17-06-435-023-0000.

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

This Modification of Mortgage reflects the following:

(1) The existing definition of "Borrower" is amended as follows:

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(Continued)**

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The word "Borrower" means Anne B. Brindle and Luke Brindle, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

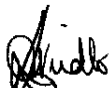
The Change in Terms Agreement dated October 11, 2011 represents the agreement of all parties to amend the existing definition of "Borrower" as defined in the Promissory Note dated October 11, 2006, from "Anne B. Brindle to Anne B. Brindle and Luke Brindle".

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.

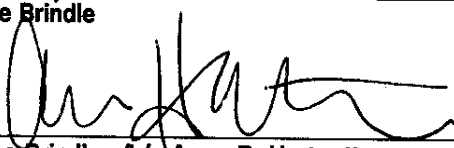
ADDITIONAL LIENS. Grantor shall not transfer, pledge, mortgage, encumber or otherwise permit the Property to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Mortgage, without the prior written consent of Lender. This includes security 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 11, 2011.

GRANTOR:

X 

 Luke Brindle

X 

 Anne Brindle a/k/a Anne B. Hartnett

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

AMERICAN CHARTERED BANK

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

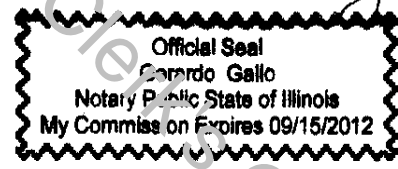
On this day before me, the undersigned Notary Public, personally appeared **Luke Brindle and Anne Brindle a/k/a Anne B. Hartnett**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of NOVEMBER 20 11.

By [Signature] Residing at Chicago, IL

Notary Public in and for the State of ILLINOIS

My commission expires 09/15/2012



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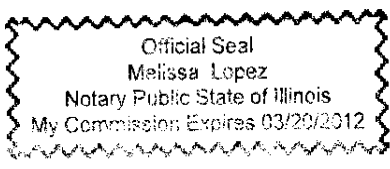
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF DuPage)

On this 10 day of October, 2011 before me, the undersigned Notary Public, personally appeared Walt Garside and known to me to be the Senior 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 Melissa Lopez Residing at Woodridge

Notary Public in and for the State of Illinois
 My commission expires 03/20/2012



Cook County Clerk's Office