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Doc#: 1203046065 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2012 02:58 PM Pg: 1 of 6

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

FOR RECORDER'S USE ONLY

b

This Modification of Mortgage prepared by:
American Chartered Bank
20 North Martingale Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE



0000000603096301-1074001112012

THIS MODIFICATION OF MORTGAGE dated January 11, 2012, is made and executed between Joseph M. Antunovich and Leslie B. Antunovich, 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 January 31, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 11, 2008 as Document # 0807135182 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:

THE WEST 80 FEET OF LOT 27 IN DAVID F. CURTIN'S ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2940 Harrison Street, Evanston, IL 60201. The Real Property tax identification number is 10-11-400-014-0000.

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

FIDELITY NATIONAL TITLE 013016772
3 of 3

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

Loan No: 603096301-1

Page 2

This Modification of Mortgage reflects the following:

- (1) A decrease in the principal amount of Indebtedness secured by the Mortgage to **\$200,000.00**;
- (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 **\$200,000.00**.

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 JANUARY 11, 2012.

GRANTOR:

X



Joseph M. Antunovich

X



Leslie B. Antunovich

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 603096301-1

Page 3

LENDER:

AMERICAN CHARTERED BANK

X *Kevin Stank* FVP
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

)
) SS
)



Meredith Pitlik

On this day before me, the undersigned Notary Public, personally appeared **Joseph M. Antunovich**, 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 12th day of January, 20 12.

By Meredith Pitlik Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 7/31/12

Property of Cook County Clerk's Office

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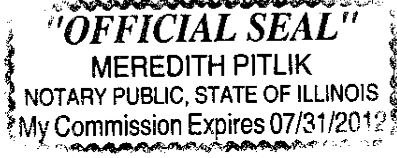
MODIFICATION OF MORTGAGE (Continued)

Loan No: 603096301-1

Page 4

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)



On this day before me, the undersigned Notary Public, personally appeared **Leslie B. Antunovich**, 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 January, 2012.
 By Meredith Pitlik Residing at Chicago, IL

Notary Public in and for the State of IL
 My commission expires July 31, 2012

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 17th day of Jan, 2012 before me the undersigned Notary Public, personally appeared Ken Stemke and known to me to be the Senior VP of Commercial Banking 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 Handwritten Signature Residing at 1090 Willow Rd Northbrook IL 60062

Notary Public in and for the State of IL
 My commission expires Sep. 07 2015



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 603096301-1

Page 5

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

3139 LINCOLN AVE #228, CHICAGO, ILLINOIS 60657

PHONE: (773) 549-1100

FAX: (773) 549-2041

ORDER NUMBER: 2010 013016772 SCF
STREET ADDRESS: 2940 HARRISON ST

CITY: EVANSTON COUNTY: COOK COUNTY
TAX NUMBER: 10-11-400-014-0000

LEGAL DESCRIPTION:

THE WEST 80 FEET OF LOT 27 IN DAVID F. CURTIN'S ADDITION TO LINCOLNWOOD, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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