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Doc#: 1222649039 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/13/2012 11:34 AM 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
20 North Martingale Road
Schaumburg, IL 60173

MODIFICATION OF MORTGAGE



0000000607802803-1074007052012

THIS MODIFICATION OF MORTGAGE dated July 5, 2012, is made and executed between Washington & Hyde Park Properties, LLC (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 March 5, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on March 12, 2010 as Document #1007133029 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 NORTH 35 FEET OF LOT 9, AND ALL OF LOT 10, AND 11 (EXCEPT THE NORTH 8.45 FEET), IN JOHN COWLES' SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE NORTH 50 FEET THEREOF) OF BLOCK 1 IN BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT 2.50 ACRES IN THE SOUTHEAST CORNER THEREOF) OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6107-6115 South University Avenue, Chicago, IL 60637. The Real Property tax identification number is 20-14-312-029-0000.

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

1401-10897908 2c

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

Loan No: 607802803-1

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This Modification of Mortgage reflects the following:

- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to **\$820,230.78**.
- (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 **\$820,230.78**
- (3) That the above referenced Mortgage now secures a promissory note dated July 5, 2012 in the principal amount of \$820,230.78 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The promissory note described in this paragraph is a refinancing of, modification of, and substitution for the Note described in the Mortgage.
- (4) A maturity date of **July 5, 2017** is hereby added to the above mentioned Mortgage.

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.

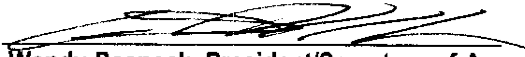
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 2012.

GRANTOR:

WASHINGTON & HYDE PARK PROPERTIES, LLC

ACCEPTANCE CORP, INC., Manager of Washington & Hyde Park Properties, LLC

By:


 Wendy Posnock, President/Secretary of Acceptance Corp, Inc.

LENDER:

AMERICAN CHARTERED BANK

X


 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 607802803-1

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF DeKalb)

On this 5th day of July, 2012 before me, the undersigned Notary Public, personally appeared **Wendy Rosnock, President/Secretary of Acceptance Corp, Inc., Manager of Washington & Hyde Park Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *[Signature]* Residing at 650 Wood St
West Chicago IL 60185
 Notary Public in and for the State of Illinois
 My commission expires 5/3/14



DeKalb County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 607802803-1

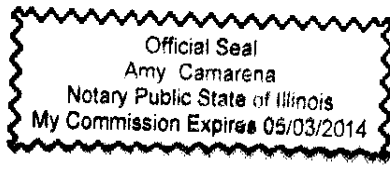
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF DuPage)
)

On this 5th day of July, 2012 before me, the undersigned Notary Public, personally appeared Joseph Plahn 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 Amy Camarena Residing at 650 Wood St
West Chic IL 60185
 Notary Public in and for the State of Illinois
 My commission expires 5/3/14



PROSECUTOR OF DEPT. OF CLERK'S OFFICE