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1230646051

Doc#: 1230646051 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2012 03:22 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



0000000620212803-1074010012012

THIS MODIFICATION OF MORTGAGE dated October 1, 2012, is made and executed between Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank, National Association as Trustee under Trust Agreement dated November 22, 2002 and known as Trust Number 130505 (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 1, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on August 06, 2002 as Document #0020861021 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:

PARCEL 1:

LOTS 1 AND 2, AND THE EAST 1/2 OF LOT 3 IN BLOCK 34 IN CARPENTER'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 11 IN BLOCK 33 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH,

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MODIFICATION OF MORTGAGE (Continued)

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RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 901 West Lake Street & 162 North Sangamon Street, Chicago, IL 60607, Chicago, IL 60607. The Real Property tax identification number is 17-08-432-003-0000 & 17-08-431-012-0000.

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

This Modification of Mortgage reflects the following:

In addition to the Promissory Note dated **September 29, 2006** in the principal amount of **\$2,039,000.00** the above referenced Mortgage now secures a Change in Terms dated **October 1, 2012** in the principal amount of **\$1,554,786.24** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note or Change in Terms. The Change in Terms described in this paragraph is a modification of the Note described in the 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 OCTOBER 1, 2012.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK, NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 2002 AND KNOWN AS TRUST NUMBER 130505

By: *[Signature]* **ASSTFC + TRUST OFFICER**
Authorized Signer for Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank, National Association as Trustee under Trust Agreement dated November 22, 2002 and known as Trust Number 130505 *not personally*.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in its capacity as Trustee but are undertaken by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

AMERICAN CHARTERED BANK

X [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 12th day of October, 2012, before me, the undersigned Notary Public, personally appeared [Signature], Asst. V.P. in Charge of Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank, National Association as Trustee under Trust Agreement dated November 22, 2002 and known as Trust Number 130505, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By [Signature] Residing at [Signature]

Notary Public in and for the State of

My commission expires _____



Notary's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 620212803-1

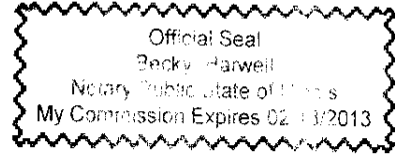
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LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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) SS
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On this 1 day of Oct, 2012 before me, the undersigned Notary Public, personally appeared Creighton Hartman and known to me to be the 2nd 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 Becky Hamill Residing at _____

Notary Public in and for the State of IL

My commission expires 2/18/2013

PROPERTY OF COOK COUNTY CLERK'S OFFICE