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Doc#: 1317846208 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/27/2013 03:53 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: **American Chartered Bank** 20 North Martingale Road, Suite 600 Schaumburg 4 60173

FOR RECORDER'S USE ONLY

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

### MODIFICATION OF MORTGAGE



0000000759846701-1074005302913

THIS MODIFICATION OF MORTGAGE dated May 30, 2013, is made and executed between Scott R. Miller (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 May 30, 2012 (tine "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 2, 2012 as Document #1218457009 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:

UNIT 111A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE WALDEN CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24764865, AS AMENDED IN PART OF FRACTIONAL SECTION 1 TOGETHER WITH PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1912 Prairie Square, #111, Schaumburg, IL 60173. The Real Property tax identification number is 07-12-200-009-1022.

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

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 759846701-1

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#### This Modification of Mortgage reflects the following:

(1) This Modification of Mortgage reflects that the maturity date in the above mentioned mortgage is hereby eliminated.

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 Lendor 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 Sh. Pot County Clart's Office AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 30, 2013.

GRANTOR:

Scott R. Miller

LENDER:

**AMERICAN CHARTERED BANK** 

**Authorized Signer** 

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MODIFICATION OF MORTGAGE (Continued)

| Loan No: 759846701-1   | (Continued)   | raye 3  |
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| IN   | IDIVIDUAL ACKNOWLEDGM   | ENT   |
| STATE OF LLINDIS   |   |   |
| _  | ) SS  |   |
| COUNTY OF DIPAGE   | )   |   |
| he individual described in and who                                       | executed the Modification of Mort<br>er free and voluntary act and de   | gage, and acknowledged that he or she ed, for the uses and purposes therein , 2013.   |
|  |   | VILLA PARK  |
| stem. Bublic in and fav the State of                                     |   | **************************************  |
| tary Public in and for the State of commission expires $\frac{(-1)-1}{}$ |   | Official Seal April Jelinek Notary Public State of Illinois My Commission Expires 06/11/2016  |
|  | LENDER ACKNOW, EDGME  | NT  |
| STATE OF LLINOIS   | ) (<br>) (<br>) (SS   | 2   |
| COUNTY OF DUPAGE   | )   | 75  |
| On this 30 day of  | MAY , 30  | 3_ before me_ingundersigned Notar   |
| and acknowledged said instrument to authorized by American Chartered B   | nerican Chartered Bank that execute be the free and voluntary act and lank through its board of directors ed that he or she is authorized to half of American Chartered Bank. | Ited the within and icregoing instrumer dideed of American Chanced Bank, dul or otherwise, for the uses and purpose execute this said instrument and in factions. |
| By Charles Spanise   | _   | iVilla PARK   |
| Notary Public in and for the State of My commission expires              |   | Official Seal April Jelinek Notary Public State of Illinois My Commission Expires 06/11/2016  |

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 759846701-1 (Continued) Page 4

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