

# UNOFFICIAL COPY



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/16/2013 02:40 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
AMERICAN COMMUNITY  
BANK & TRUST  
AN ILLINOIS STATE BANKING  
ASSOCIATION  
1290 LAKE AVENUE  
P.O. BOX 1720  
WOODSTOCK, IL 60098

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Kim Clemons  
AMERICAN COMMUNITY BANK & TRUST  
1290 LAKE AVENUE  
WOODSTOCK, IL 60098

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 27, 2013, is made and executed between U SELL WE BUY ENTERPRISES INC (referred to below as "Grantor") and AMERICAN COMMUNITY BANK & TRUST, whose address is 1290 LAKE AVENUE, P.O. BOX 1720, WOODSTOCK, IL 60098 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 6-6-2008 as Document #0815834091 in the Cook County Recorder's Office.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT ART OF WAVERLY COMMONS CONDOMINIUMS, BEING PART OF LOTS 1 AND 2 OF AMENDED PLAT OF HIGHFIELD PLACE, AS PER DOCUMENT NO. 25723114 RECORDED JANUARY 2, 1981, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 25, 1986 AS DOCUMENT NO 86114413 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS OF COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 938 Jefferson - Unit 938-C, Elgin, IL 60120. The Real Property tax identification number is 06-07-313-045-1015.

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

The herein described Mortgage is evidenced by a Promissory Note dated 6/27/2013 from Borrower to

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 14495

(Continued)

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Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Agreement. All other terms and conditions remain unchanged.

**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.

**COUNTERPART SIGNATURES.** Counterpart and Facsimile. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 27, 2013.**

GRANTOR:

U SELL WE BUY ENTERPRISES INC

By: 

James M. Kiss, President/Secretary of U SELL WE BUY  
ENTERPRISES INC

LENDER:

AMERICAN COMMUNITY BANK &amp; TRUST

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 14495

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### CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF McHENRY )

On this 27<sup>th</sup> day of JUNE, 2013 before me, the undersigned Notary Public, personally appeared **James M. Kiss, President/Secretary of U SELL WE BUY ENTERPRISES INC**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

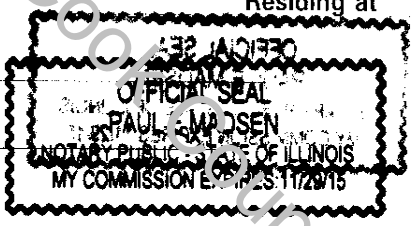
STATE OF ILLINOIS )  
 )  
 COUNTY OF McHENRY ) SS  
 )

On this 27<sup>th</sup> day of JUNE, 2013 before me, the undersigned Notary Public, personally appeared RICK FRANCOIS and known to me to be the EVP, authorized agent for **AMERICAN COMMUNITY BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN COMMUNITY BANK & TRUST**, duly authorized by **AMERICAN COMMUNITY BANK & TRUST** 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 COMMUNITY BANK & TRUST**.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



County Clerk's Office