

# UNOFFICIAL COPY

Doc#: 1523255208 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/20/2015 11:00 AM Pg: 1 of 5

**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 East Higgins Road  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE



\*0000000606532503-1074097272015\*

**THIS MODIFICATION OF MORTGAGE** dated July 27, 2015, is made and executed between Delphine T. Condon, not personally but as Trustee on behalf of The Delphine T. Condon Declaration of Trust dated May 27, 1988, and amended December 5, 2006, and to any and all Successors as Trustee appointed under the Trust Agreement, or may be legally appointed (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 26, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on June 18, 2009 as Document #0916926062 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:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 420 East Waterside Drive, Unit 3701, P-23, S20, Chicago, IL 60601. The Real Property tax identification number is 17-10-400-035-1294 and 17-10-400-035-1345.

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

This Modification of Mortgage reflects the following:

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

Loan No: 606532503-1

(Continued)

Page 2

(1) An increase in the principal amount of Indebtedness secured by the Mortgage to **\$500,000.00**.

(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 **\$500,000.00**.

**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.

**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 27, 2015.**

**GRANTOR:**

**THE DELPHINE T. CONDON DECLARATION OF TRUST DATED MAY 27, 1988, AND AMENDED DECEMBER 5, 2006**

By: Delphine T. Condon

Delphine T. Condon, Trustee of The Delphine T. Condon Declaration of Trust dated May 27, 1988, and amended December 5, 2006

**LENDER:**

**AMERICAN CHARTERED BANK**

X Chit E. Detman, Sr.

Authorized Signer

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 606532503-1

Page 3

### TRUST ACKNOWLEDGMENT

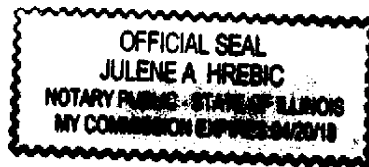
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 13<sup>th</sup> day of August, 2015 before me, the undersigned Notary Public, personally appeared Delphine T. Condon, Trustee of The Delphine T. Condon Declaration of Trust dated May 27, 1988, and amended December 5, 2006, 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 16449 Marilyn Drive Tinley Park IL

Notary Public in and for the State of Illinois

My commission expires 4-20-18



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

Loan No: 606532503-1

(Continued)

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook )



On this 13<sup>th</sup> day of August, 2015 before me, the undersigned Notary Public, personally appeared Michael Martino and known to me to be the SVP, 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 Matthew Leone Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 4/8/2018

Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit "A"

### PARCEL 1:

UNIT 3701 AND PARKING SPACE P-23, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-20, A LIMITED COMMON ELEMENT IN THE REGATTA CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

LOT 6, AND THE EAST 20 FEET OF LOT 5 IN LAKESHORE EAST SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 15, 2006 AS DOCUMENT NUMBER 0622717054 AS AMENDED FROM TIME TO TIME TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

### PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON OVER AND THROUGH AND ACROSS THE STREETS AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JUNE 2, 2002 AS DOCUMENT 0020732020 AS AMENDED FROM TIME TO TIME

### PARCEL 3

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS, RECORDED AUGUST 15, 2006 AS DOCUMENT 0622717053 FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES, INGRESS AND EGRESS, MAINTENANCE AND ENCROACHMENTS, OVER THE LAND DESCRIBED THEREIN. (SAID BURDENED LAND COMMONLY REFERRED TO IN THE AFOREMENTIONED DECLARATION AS THE "RETAIL PARCEL")