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2002-08-30 12:54:09

Cook County Recorder 27.50

RECORDATION REQUESTED BY:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523



WHEN RECORDED MAIL TO:

OAK BROOK BANK
OAK BROOK OFFICE
1400 Sixteenth Street
Oak Brook, IL 60523

Send To

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST AMERICAN
LENDERS ADVANTAGE

OAK BROOK BANK
1400 Sixteenth Street
Oak Brook, IL 60523

ORDER # 35878

4m

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 25, 2002, is made and executed between ROMAN C. CHMIEL; DIVORCED AND NOT SINCE REMARRIED (referred to below as "Grantor") and OAK BROOK BANK, whose address is 1400 Sixteenth Street, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 26, 1999 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE RECORDED MARCH 16, 1999 AS DOCUMENT NUMBER 99251104; AND A MODIFICATION OF MORTGAGE DATED JUNE 22, 2000 AND RECORDED JULY 7, 2000 AS DOCUMENT 00505386.

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

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION.

The Real Property or its address is commonly known as 2578 STOWE COURT, NORTHBROOK, IL 60062. The Real Property tax identification number is 04-04-304-119 VOL. 131

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

THE PRINCIPAL AMOUNT OF THE LOAN SECURED BY THE MORTGAGE IS INCREASED FROM \$300,000 TO \$500,000; AND THE MATURITY DATE OF THE MORTGAGE IS EXTENDED FROM JUNE 22, 2010 TO JULY 25, 2012.

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

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MODIFICATION OF MORTGAGE

(Continued)

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 25, 2002.

GRANTOR:

X Roman Chmiel
ROMAN C. CHMIEL, Individually

LENDER:

X [Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DuPage)
) SS
)

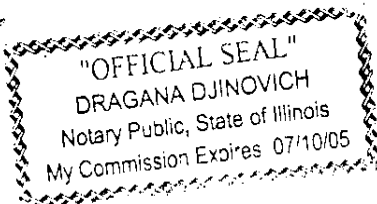
On this day before me, the undersigned Notary Public, personally appeared **ROMAN C. CHMIEL, DIVORCED AND NOT SINCE REMARRIED**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of July, 20 02

By Dragana Djinovich Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7-10-2005



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LENDER ACKNOWLEDGMENT

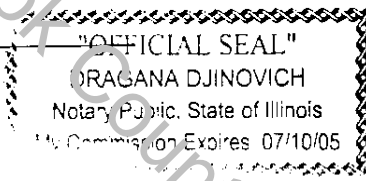
STATE OF Illinois)
) SS
COUNTY OF DeWitt)

On this 25 day of July 2002 before me, the undersigned Notary Public, personally appeared Paul G. Seale and known to me to be the P.V.P., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Dragana Djinovich Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Cook County Clerk's Office

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ALTA COMMITMENT SCHEDULE C

Commitment No: 55878

Legal Description:

PARCEL 1:
LOT 26 IN COTSWOLDS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF COTSWOLDS, IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1994 AS DOCUMENT 94673298, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION RECORDED JANUARY 7, 1991 AS DOCUMENT NUMBER 91008100, AS AMENDED BY DOCUMENT RECORDED JUNE 18, 1991 AS DOCUMENT 91292220 AND BY DEED RECORDED 8-2-95 AS DOCUMENT 95507214 FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1988 AND KNOWN AS TRUST NUMBER 1092448 TO ROMAN C. CUMMEL.

Property of Cook County Clerk's Office