

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 0326320032  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/22/2003 07:22 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

OAK BROOK BANK  
1400 Sixteenth Street  
Oak Brook, IL 60523

**FIRST AMERICAN TITLE**

ORDER # 575243

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 13, 2003, is made and executed between STEPHEN J. TOPOLSKI and JEANNINE TOPOLSKI; HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (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 May 13, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE RECORDED MAY 20, 1998 AS DOCUMENT NUMBER 98419833.**

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

LOT 261 IN PARK ST. CLAIRE UNIT 3, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13, THE NORTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF SECTION 24, ALL IN 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 84 MADELINE CIRCLE, SCHAUMBURG, IL 60173. The Real Property tax identification number is 07-24-116-007-0000 VOL. 0187

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

**THE INTEREST RATE IS CHANGED TO PRIME -.51% AND THE MATURITY DATE IS EXTENDED TO MAY 13, 2013.**

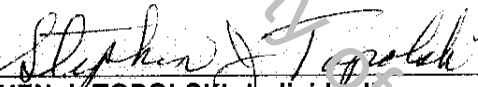
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing


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(Continued)**

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.

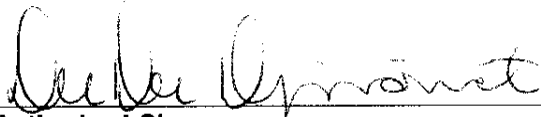
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 13, 2003.**

**GRANTOR:**

X   
STEPHEN J. TOPOLSKI, Individually

X   
JEANNINE TOPOLSKI, Individually

**LENDER:**

X   
Authorized Signer

Property of Cook County Clerk's Office

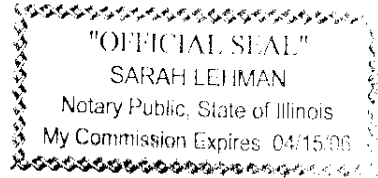
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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
 )



On this day before me, the undersigned Notary Public, personally appeared **STEPHEN J. TOPOLSKI and JEANNINE TOPOLSKI, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13<sup>th</sup> day of May, 20 03

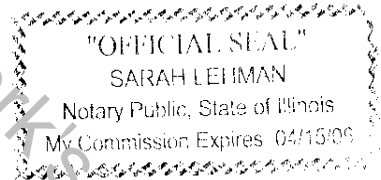
By Sarah Lehman Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires April 15 2006

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DuPage ) SS  
 )



On this 13<sup>th</sup> day of May, 2003 before me, the undersigned Notary Public, personally appeared Dee Dee Dinovich and known to me to be the AVP, 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 Sarah Lehman Residing at Oak Brook IL

Notary Public in and for the State of Illinois

My commission expires April 15 2006

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## MODIFICATION OF MORTGAGE

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