## **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

FIRST BANK
Des Plaines
678 LEE STREET
DES PLAINES, IL 60016

WHEN RECORDED MAIL TO:

FIRST BANK
ATTN: DOCUMENT
SERVICES
560 ANGLUM ROAD
HAZELWOOD , MO 63041



Doc#: 0334947186

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 12/15/2003 12:04 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage propared by:

Angela D. Johnson, Loan Documentation Specialist First Bank
P O. Box 790269
St. Zouis, MO 63179-0269

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 5, 2003, is made and executed between Daniel C. Kunysz and Michael A. Hallin, not personally but as Trustees on behalf of Declaration Trust of Theodora A. Kunysz dated December 28, 2000, whose address is 417 South Viapilla Avenue, Mount Prospect, IL 60056 (referred to below as "Grantor") and FIRST BANK, whose address is 678 LEE STREET, DES PLAINES, IL 60016 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 11, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 21, 2003 as Document No. 0030096158.

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

See Addendum 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 1302 Turtle Creek, Palatine, IL 60067. The Real Property tax identification number is 02-12-200-067-0000

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

Extend maturity from November 5, 2003 to November 5, 2004 .

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

412

0334947186 Page: 2 of 4

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### MODIFICATION OF MORTGAGE

Loan No: 944023160113 (Continued) Page 2

parties, makers and endorsers to the Note, including accommodation parties, unless s 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 NOVEMBER 5. 2003.

**GRANTOR:** 

DECLARATION TRUST OF THEODORA A. KUNYSZ DATED DECEMBER 28, 2000

Daniel C. Kunysz, Trustee of Declaration Trust of Theodora A. Kunysz dated December 28, 2000

By: Michael C. Hall Aora A. Michael A. Hallin, Trustee of Declaration Trust of Theodora A.

Kunysz dated December 28, 2000

LENDER:

**Authorized Signer** 

0334947186 Page: 3 of 4

# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Luan Nu: 944023160113	(Continued)	Page 4	
LENDER ACKNOWLEDGMENT			
STATE OF	<u>'5</u>		
COUNTY OFCOCK	) SS )		
the Lender through its board of dir	and known gent for the Lender that executed the within and a the free and voluntary act and deed of the said lectors or otherwise, for the uses and purposes thorized to execute this said instrument and the	Lender, duly authorized by therein mentioned, and on at the seal affixed is the seal affixed by seal affixed b	
· .	Jean Covalser Notary Public, State of II My Commission Exp. 04/0	1 Uinois	
LASER PRO Londing. Ver. 5, 22.	10.005 Copr. Heriand Financial Solutions, Inc. 1997, 2003. All High J Re-Gived IL C:ICFILPLIG201.FC TR-51281 I	PR-299	

0334947186 Page: 4 of 4

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### **MODIFICATION OF MORTGAGE**

Loan No: 944023160113	(Continued)	Page 3
	TRUST ACKNOWLEDGMENT	
STATE OF 7.44/A/6/2	<u>)</u>	
COUNTY OF	) <b>\$\$</b>	
Public, personally appeared Daniel C Theodora A. Kunysz dat d December trust that executed the Modification voluntary act and deed of the trust, b	Residing at 6/8 1/2	ustee of Declaration Trust of zed trustees or agents of the ification to be the free and or, by authority of statute, for authorized to execute this
My commission expires	"OFFICIAL S  Jean Coval  Notary Public, State :  My Commission Exp. (	SCH of Minor