# **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#: 0334947187

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 properted by:

Angela D. Johnson, Loan Documentation Specialist First Bank P O. Box 790269 St. Louis, 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 417South Wapella 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 17, 2003 as Document No. 0030086229.

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 2096 West Algonquin Road, Mount Prospect, IL 60056. The Real Property tax identification number is 08-15-400-059-0000

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

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#### MODIFICATION OF MORTGAGE

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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 tais 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 Just of Theodora A.

Kunysz dated December 28, 2000

TA P. CRAS OFFICE Michael A. Hallin, Trustee of Declaration Trust of Theodora A.

Kunysz dated December 28, 2000

LENDER:

**Authorized Signer** 

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#### **MODIFICATION OF MORTGAGE**

(Continued) Page 3 Loan No: 944023160251 TRUST ACKNOWLEDGMENT STATE OF ILLINO13 ) SS COUNTY OF 200K December 2003 before me, the undersigned Notary day of Public, personally appeared Daniel C. Kunysz, Trustee and Michael A. Hallin, Trustee of Declaration Trust of Theodora A. Kunysz uated December 28, 2000, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed or 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust. Residing at 6 Notary Public in and for the State of Senoto "OFFICIAL SEAL" My commission expires 4-2-3005OUNTY COME OFFICE Jean Covalsen

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<b>STATE OF</b>	<u></u>	
	) SS	
COUNTY OF		
acknowledged said instrument to be the Lender through its board of direct		on to me to be the
My commission expires 4 1	"OFFICIAL SE Jean Covalse Notary Public, State of My Commission Exp. 84/	1) Ultimos (202/2005)
	C	