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67712-3224

RECORDATION REQUESTED BY:
COLE TAYLOR BANK
RESIDENTIAL
CONSTRUCTION LENDING
9550 W. HIGGINS ROAD, 8TH
FLOOR
ROSEMONT, IL 60018



Doc#: 0405603003
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 02/25/2004 08:44 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:
Cole Taylor Bank
Loan Services
P.O. Box 88452, Dept A
Chicago, IL 60690-8452

SEND TAX NOTICES TO:
Grzegorz Miastkowski
Bozena Miastkowski
121 Hill Street
Mt. Prospect, IL 60056

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

COLE TAYLOR BANK
COLE TAYLOR BANK
P.O. Box 88452 - Dept. A
Chicago, IL 60690

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 3, 2003, is made and executed between Grzegorz Miastkowski and Bozena Miastkowski, husband and wife, as joint tenants (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 9550 W. HIGGINS ROAD, 8TH FLOOR, ROSEMONT, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 19, 2002 in the Cook County Recorder's Office as Document Number 020791651.

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

LOT 5 IN BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 1 AND 2 OF WEST KENILWORTH, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND SOUTH OF THE CENTER LINE OF THE PUBLIC DRAIN KNOWN AS SKOKIE DITCH, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 544 Sterling Road, Kenilworth, IL 60043. The Real Property tax identification number is 05-28-208-020

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$628,000.00 to \$679,600.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security

Handwritten signatures and initials

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MODIFICATION OF MORTGAGE (Continued)

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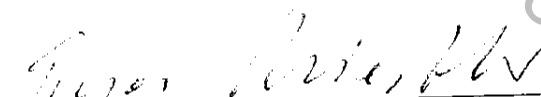
Loan No: 0004

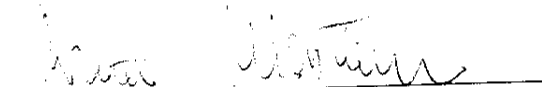
of the Mortgage, exceed \$815,520.00.

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 endorser 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 DECEMBER 3, 2003.

GRANTOR:

X 
Grzegorz Miastkowski

X 
Bozena Miastkowski

LENDER:

X _____
Authorized Signer

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 0004

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

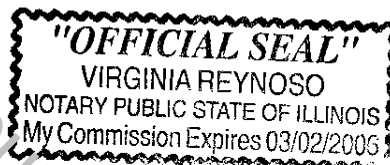
On this day before me, the undersigned Notary Public, personally appeared **Grzegorz Miastkowski and Bozena Miastkowski**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of December, 20 03

By Virginia Reynoso Residing at _____

Notary Public in and for the State of Illinois

My commission expires 3/2/06

**LENDER ACKNOWLEDGMENT**

STATE OF _____)
)
 COUNTY OF _____) SS
)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____