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COSMOPOLITAN BANK AND  
TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610



Doc#: 0407232019  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 03/12/2004 10:06 AM Pg: 1 of 3

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COSMOPOLITAN BANK AND  
TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610

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COSMOPOLITAN BANK AND  
TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610

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This Modification of Mortgage prepared by:

Cary W. Harper  
COSMOPOLITAN BANK AND TRUST  
801 NORTH CLARK STREET  
CHICAGO, IL 60610

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 4, 2004, is made and executed between Mariusz Mazur and Ewelina Mazur, husband and wife, in Joint Tenancy, whose address is 3108 N. Natoma Avenue, Chicago, IL 60634 (referred to below as "Grantor") and COSMOPOLITAN BANK AND TRUST, whose address is 801 NORTH CLARK STREET, CHICAGO, IL 60610 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 16, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 20, 2004 in the office of the Cook County Recorder of Deeds as Document Number 0402008125.

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

LOT 22 (EXCEPT NORTH 3 FEET THEREOF) AND ALL OF LOT 23 IN BLOCK 16 IN CORNELL IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7254 S. University, Chicago, IL 60619. The Real Property tax identification number is 20-26-113-038

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

Effective the date of this Modification, the definition of the word "Note" is hereby amended in its entirety and shall mean: i) the Promissory Note dated January 16, 2004 in the original principal amount of \$200,000.00 from Borrower to Lender, as amended and increased to \$325,000.00 by Change In Terms Agreement dated March 4, 2004; ii) the Promissory Note dated March 4, 2004 in the original principal amount of \$485,000.00 from Borrower to Lender; and iii) the Promissory Note dated March 4, 2004 in the original principal amount of \$100,000.00 from Borrower to Lender, together with all renewals of,

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

Loan No: 001

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extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes.

**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 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 ACKNOWLEDGE: HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 4, 2004.**

GRANTOR:

x Mariusz Mazur  
Mariusz Mazur

x Ewelina Mazur  
Ewelina Mazur

LENDER:

x [Signature]  
Authorized Signer V.P.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 001

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Mariusz Mazur and Ewelina Mazur**, 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 4<sup>th</sup> day of March, 2004

By Jamie F Howard Residing at Cook Co

Notary Public in and for the State of Cook

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 4<sup>th</sup> day of March, 2004 before me, the undersigned Notary Public, personally appeared Paul W. Minar and known to me to be the vice President, 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 Cary W. Harper Residing at 1929 Harrison St. Evanston, IL 60201

Notary Public in and for the State of Illinois

My commission expires 9.14.04

