

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.,  
successor in interest to First  
National Bank of Elmhurst  
Commercial Banking -  
Elmhurst  
990 N. York Road  
Elmhurst, IL 60126



Doc#: 0408305209  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/23/2004 03:43 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622

#14849

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

K. Elmore, Loan Documentation Specialist  
MB Financial Bank, N.A.  
1200 N. Ashland  
Chicago, IL 60622



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2004, is made and executed between Joseph A. Mungo and Charmaine Mungo, whose address is 10924 Lancaster, Westchester, IL 60153 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First National Bank of Elmhurst, whose address is 990 N. York Road, Elmhurst, IL 60126 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 11, 1997 as document number 97581737, modified by Modification of Mortgage dated February 27, 2002 and recorded on April 5, 2002 as document number 0020390526, modified by Modification of Mortgage dated February 27, 2003 and recorded on July 10, 2003 as document number 0312311017.

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

LOT 38 IN BLOCK 5 IN WALTER S. BALTIS MAYFAIR PARK UNIT 1, A SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10924 Lancaster, Westchester, IL 60153. The Real Property tax identification number is 15-29-117-038-0000

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## MODIFICATION OF MORTGAGE

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

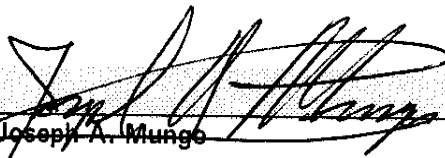
The maturity date is hereby being extended from February 27, 2004 to February 27, 2005. All other terms and provisions of the loan documents remain in full force and effect.

**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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 27, 2004.**

GRANTOR:

x

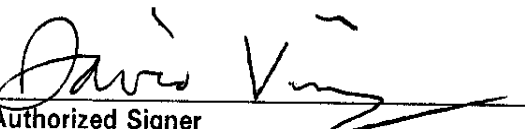
  
Joseph A. Mungo

x

  
Charmaine Mungo

LENDER:

x

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned Notary Public, personally appeared **Joseph A. Mungo and Charmaine Mungo**, 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 16<sup>th</sup> day of March, 2004.  
 By Kinga & Justine's Residing at Oakbrook Terrace  
 Notary Public in and for the State of Illinois  
 My commission expires 3/09/06



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DUPAGE )



On this 20<sup>th</sup> day of March, 2004 before me, the undersigned Notary Public, personally appeared David L. Vinszen and known to me to be the Asst VP, 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 [Signature] Residing at Elmhurst IL 60126  
 Notary Public in and for the State of Illinois  
 My commission expires 9/20/06

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## MODIFICATION OF MORTGAGE

(Continued)

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