

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
BUSINESS BANKING  
DIVISION  
9550 W. HIGGINS ROAD  
ROSEMONT, IL 60018



Doc#: 0428645079  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 10/12/2004 11:33 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Cole Taylor Bank  
Loan Services  
P.O. Box 88452, Dept A  
Chicago, IL 60690-8452

**SEND TAX NOTICES TO:**

Jadwiga Horzycka  
1100 N. Hermitage Avenue  
Chicago, IL 60622

**FOR RECORDER'S USE ONLY**

LT - 31841

**This Modification of Mortgage prepared by:**

Cole Taylor Bank  
Cole Taylor Bank  
P.O. Box 88452 - Dept. A  
Chicago, IL 60680

Commercial Land Title Insurance Co.  
134 N. LaSalle, Suite 2000  
Chicago, IL 60602

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 29, 2004, is made and executed between Jadwiga Horzycka (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 9550 W. HIGGINS ROAD, ROSEMONT, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 29, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 30, 2002 in the Cook County Recorder's Office as Document Number 0020961049 and an Assignment of Rents dated August 29, 2002 and recorded August 30, 2002 in the Cook County Recorder's Office as Document Number 0020961050.

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

LOT 86 IN HAMILTON'S SUBDIVISION OF BLOCK 1 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1634 W. Huron Street, Chicago, IL 60622. The Real Property tax identification number is 17-07-207-034

**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 \$669,404.27 to \$889,000.00. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,778,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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

Loan No: 0002

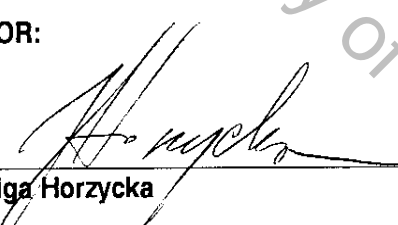
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unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as 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 AUGUST 29, 2004.**

**GRANTOR:**

X

  
Jadwiga Horzycka**LENDER:****COLE TAYLOR BANK**

X

  
Authorized Signer

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

Loan No: 0002

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**INDIVIDUAL ACKNOWLEDGMENT**STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **Jadwiga Horzycka**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

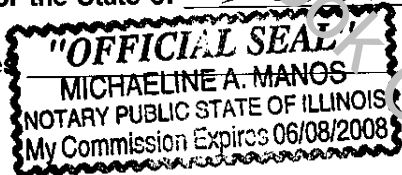
Given under my hand and official seal this 30TH day of AUGUST, 20 04

By Michaeline A. Manos

Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires

**LENDER ACKNOWLEDGMENT**STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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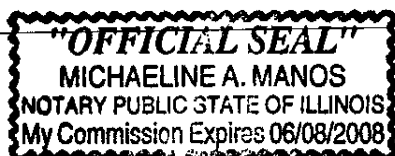
On this 30TH day of AUGUST, 2004 before me, the undersigned Notary Public, personally appeared DELEDA L. BELANGER and known to me to be the AVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed 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 Michaeline A. Manos

Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0002

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