

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MB Financial Bank,
N.A., successor in interest to
First Security Federal Savings
Bank
Commerical Banking- Western
Avenue
936 N. Western Avenue
Chicago, IL 60622



Doc#: 0501049236
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/10/2005 11:12 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

186 061 407

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Loan Doc. Specialist (OL) Trans #13553
MB Financial Bank, N.A.
1200 N. Ashland Avenue
Chicago, IL 60622

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2004, is made and executed between Edward Chrzascik, a Single Man, whose address is 2152 W. Race, Chicago, IL 60622 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to First Security Federal Savings Bank, whose address is 936 N. Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Construction Mortgage and Assignment of Rents Recorded July 29, 2003, as Document Numbers 0321019157 and 0321019158, respectively.

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

LOT 6 AND 7 IN JACOB RUSSELL'S SUBDIVISION OF BLOCK 6 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 2113-15 W. Chicago, Chicago, IL 60622. The Real Property tax identification number is 17-07-102-016-0000; 17-07-102-017-0000

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

The maturity date has been extended to April 1, 2005. All other terms and provision of the related documents shall remain in full force and effect.

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

SL
MAN
R4
MW

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Loan No: 186001401

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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.

CROSS COLLATERALIZATION. In addition to the Note, this Agreement secures the following described additional indebtedness. Any obligators for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now existing or hereinafter arising.

CROSS DEFAULT. Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 2004.

GRANTOR:

x 
Edward Chrzascik

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST SECURITY FEDERAL SAVINGS BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 186001401

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
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 COUNTY OF COOK)

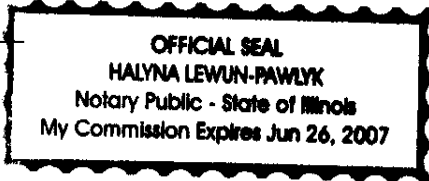
On this day before me, the undersigned Notary Public, personally appeared **Edward Chrzascik**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 1st day of October, 2004.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

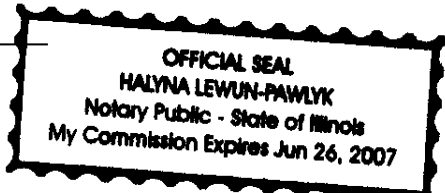
STATE OF Illinois)
)
) SS
)
 COUNTY OF COOK)

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 [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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