

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

Community Bank of Oak Park  
River Forest  
Main Office  
1001 Lake St  
Oak Park, IL 60301

Doc#: 0502718146  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 01/27/2005 01:49 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Community Bank of Oak Park  
River Forest  
Main Office  
1001 Lake St  
Oak Park, IL 60301

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Community Bank Oak Park River Forest  
1001 Lake Street  
Oak Park, IL 60301

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 27, 2004, is made and executed between Philip A. Kolovitz and Mary H. Kolovitz, Husband and Wife, Not As Joint Tenants Nor As Tenants in Common But As Tenants By the Entirety and Whose Address 629 Woodbine Avenue, Oak Park, IL 60302 (referred to below as "Grantor") and Community Bank of Oak Park River Forest, whose address is 1001 Lake St, Oak Park, IL 60301 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorder of Deeds of Cook County, Illinois on November 4, 2003, as Document Number 0330849222.

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

Lot 3 (Except the North 49 1/2 Feet Thereof) in Block 4 in Austin Morey and Slentz' Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

The Real Property or its address is commonly known as 629 Woodbine Ave., Oak Park, IL 60302. The Real Property tax identification number is 16-06-320-028-0000

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

Increase to Line Principal from \$45,000.00 to \$60,000.00.

**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

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## MODIFICATION OF MORTGAGE

Loan No: 100661470

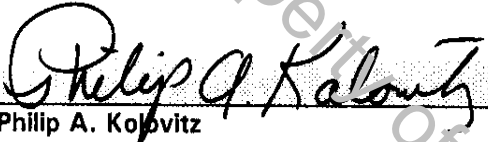
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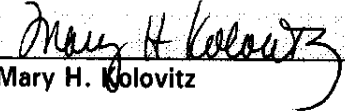
Page 2

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 27, 2004.

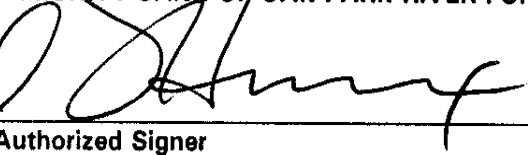
GRANTOR:

x   
Philip A. Kolovitz

x   
Mary H. Kolovitz

LENDER:

COMMUNITY BANK OF OAK PARK RIVER FOREST

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 100661470

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

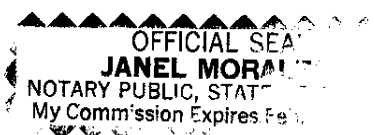
On this day before me, the undersigned Notary Public, personally appeared Philip A. Kolovitz and Mary H. Kolovitz, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 27<sup>th</sup> day of December, 2004.

By Janel Morales Residing at 1001 LAKE ST

Notary Public in and for the State of Illinois

My commission expires Feb 12, 2006



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of December, 2004 before me, the undersigned Notary Public, personally appeared Alaino L'HEUREUX and known to me to be the SUP, 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 Janel Morales Residing at 1001 LAKE ST

Notary Public in and for the State of Illinois

My commission expires Feb 12, 2006

