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RECORDATION REQUESTED BY:

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

Doc#: 0508341108

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 03/24/2005 11:32 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

, Stella Periaswamy - Tr#15134 MB Financial Bank, N.A. 6111 M. River Rd. Rosen ont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2005 is made and executed between Joseph A. Mungo and Charmaine Mungo, his wife, as joint tenants, 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 60176 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 28, 1997 executed by Joseph Mungo and Charmaine Mungo ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on August 11, 1997, as document no. 97581737; Modified by Modification of Mortgage dated February 27, 2002 and recorded on April 5, 2002 as document No. 0020390526; Modified by Modification of Mortgage dated February 27, 2003 and recorded on May 5, 2003 as document No. 0312311017; Modified by Modification of Mortgage dated February 27, 2004 and recorded on March 23, 2004 as Document No. 0408305209, respectively.

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, BEING 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 Street, Westchester, IL 60153. The Real Property tax identification number is 15-29-117-038-0000

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of February 27, 2005 in the original

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 14849

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principal amount of \$50,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 Noclification. 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 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.

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

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, Clart's Office 2005.

GRANTOR:

Charmaine Mungo

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO FIRST NATIONAL BANK OF ELMHURST

Authorized Signer

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UNOFFICIAL COP' MODIFICATION OF MORTGAGE (Continued)

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Mungo, to me known to be the in acknowledged that they signed to purposes therein mentioned. Given under my hand and official to the interest of the interest	60 A	ication of Mortgage, and deed, for the uses and
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acknowledged said instrument to the Lender through its board of c	of March, before me, and known to agent for the Lender that executed the within and for the free and voluntary act and deed of the said Ledirectors or otherwise, for the uses and purposes the authorized to execute this said instrument and that	ender, duiy authorized by erein mentioned, and on
By Geraldeni Van Ba	ren) Residing at	
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My commission expires	"OFFICIAL SEAL" GERALDINE VANBARE Notary Public, State of Illinois My Commission Expires 10-26-2	is 🖁

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UNOFFICIAL COPY MODIFICATION OF MORTGAGE

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