## 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#: 0513815060

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 05/18/2005 09:38 AM Pg: 1 of 4

#### WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. Rive, Road Rosemont, IL 52018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

DMacias\15847
No Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

19120199

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2001, is made and executed between Andrezej Olejnik, whose address is 3020 Crooks Rd., Royal Oak, MI 48073 (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 May 31, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of 05/31/97 executed by Andrezej Olejnik ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on 06/11/97 as document no. 97415460.

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

UNIT NUMBER 509 IN PARK TOWER CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE EAST FRACTIONAL 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24874698, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5414 N. Sheridan Rd., Chicago, IL 60640. The Real Property tax identification number is 14-08-203-017-1037

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

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## MODIFICATION OF MORTGAGE

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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 02/01/05 in the original principal amount of \$34,879.18 executed by Grantor 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 Nocification. 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 Lenger 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 1, of County C 2005.

**GRANTOR:** 

LENDER:

MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST 50/1/C0

SECURITY FEDERAL SAVINGS BANK

Authorized Signer

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FFICIAL COMMODIFICATION OF MORTGAGE Loan No: 181005982 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT ) SS On this day hatore me, the undersigned Notary Public, personally appeared Andrezej Olejnik, 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 of cial seal this day of Residing at Ву Notary Public in and for the State of OFFICIAL SEAL HALYNA LEWUN-PAWLYK My commission expires Notary Public - State of Illinois My Commission Expires Jun 26, 2007 LENDER ACKNOWLEDGMENT COUNTY OF

	(),
On this 15+ day of February, Public, personally appeared Hary H. Korb	before me, the undersigned Notar
Public, personally appeared Mary H. Korb	and known to me to be the Serie
lice President, authorized agent for the Lender that exec	uted the within and foregoing instrument an
acknowledged said instrument to be the free and voluntary act a	nd deed of the said Lengrat duly authorized b
he Lender through its board of directors or otherwise, for the	uses and purposes therein mentioned, and o
oath stated that he or she is authorized to execute this said	l instrument and that the seal affixed is th
corporate seal of said Lender.	
By Resid	ding at Chicago
Notary Public in and for the State of	
My commission expires	OFFICIAL SEAL HALYNA LEWUN-PAWLYK Notary Public - State of Illinois My Commission Express to

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