

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631



Doc#: 0520839038  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 07/27/2005 11:22 AM Pg: 1 of 4

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BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

**SEND TAX NOTICES TO:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60712-3631

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 28, 2005, is made and executed between DARINKA KOZAR, whose address is 3922 W JARLATH ST., LINCOLNWOOD, IL 60712 (referred to below as "Grantor") and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60712-3631 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 12, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE DATED 07-12-2004 AND RECORDED 12-8-2004 AS DOCUMENT NUMBER 0434302147 FROM DARINKA KOZAR TO BRICKYARD BANK IN THE AMOUNT OF \$210,000.00.**

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

LOT 16 AND THE WEST 27 FEET OF LOT 17 IN BLOCK 1 IN CRAWFORD TOUCH-PRAIRIE ROAD SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3922 W. JARLATH STREET, LINCOLNOWOOD, IL 60712. The Real Property tax identification number is 10-26-314-040-0000

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

**EXTEND ADDITIONAL FUNDS IN THE AMOUNT OF \$20,000.00. THIS MODIFICATION IS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED JUNE 28, 2005 IN THE AMOUNT OF \$227,422.54.**

**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


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(Continued)**

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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 JUNE 28, 2005.**

GRANTOR:

X   
DARINKA KOZAR

LENDER:

BRICKYARD BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **DARINKA KOZAR**, 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 28<sup>th</sup> day of June, 20 05

By Michelle Bonilla Residing at 6676 N. Lincoln

Notary Public in and for the State of Illinois

My commission expires 05/29/07



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF COOK )

On this 28<sup>th</sup> day of June, 2005 before me, the undersigned Notary Public, personally appeared Rakesh Shah and known to me to be the Loan Officer, 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 Michelle Bonilla Residing at 6676 N. Lincoln

Notary Public in and for the State of Illinois

My commission expires 05/29/07



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## MODIFICATION OF MORTGAGE (Continued)

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