

# UNOFFICIAL COPY



AND WHEN RECORDED MAIL TO:  
Washington Mutual Bank, FA  
Mortgage Modification/Assumptions  
Mail Stop: MW10307  
11200 W. Parkland Avenue  
Milwaukee, WI 53224

Doc#: 0625642092 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/13/2006 12:02 PM Pg: 1 of 5

## PARTIAL RELEASE AND MORTGAGE MODIFICATION AGREEMENT

Loan #156-0661208975

**THIS AGREEMENT** made and executed this 11<sup>th</sup> day of August, 2006, by and between Douglas M. Kliska, a married man, herein referred to as the "Mortgagor" and Washington Mutual Bank, FA its successors and assigns, herein referred to as the "Mortgagee";

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

- IDENTIFICATION OF MORTGAGE.** This agreement refers to the Mortgage executed by the Mortgagor to Washington Mutual Bank, FA securing a promissory note in the principal amount of \$129,000.00, plus interest (the "Note"), dated October 10, 2003, and recorded on December 11, 2003 in Book ~, Page ~, as Document No. 0334542281 in the Recorder's Office of Cook County, Illinois.
- CURRENT LEGAL DESCRIPTION.** The real estate which is currently subject to the terms of the Mortgage is more particularly described as follows:  
See Exhibit A attached
- PARTIAL RELEASE.** The Mortgagee does hereby release and relieve from the lien of the Mortgage the following described parcel of real estate:  
See Exhibit A attached
- MODIFIED LEGAL DESCRIPTION.** The Mortgagor and the Mortgagee hereby agree that the legal description of the real estate subject to the terms of the Mortgage after the release is as follows:  
See Exhibit B attached
- NO NOVATION.** This Agreement is executed solely for the purpose of modifying the legal description of the property subject to the terms of the Mortgage, and is not a novation. Except as hereinabove provided, all of the remaining terms, provision and conditions of the Mortgage shall remain in full force and effect. This Agreement shall not affect or impair any right of remedy of the Mortgage under the terms of the Mortgage, the

Box 334

1 of 2  
WA  
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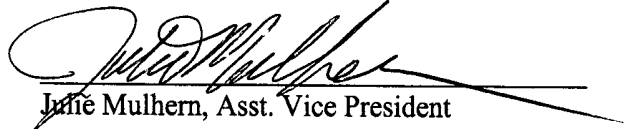
Note or any other agreement, instrument or document executed by the Mortgagors to the Mortgagee.

**BENEFITS. All of the terms and provisions of this Agreement shall be binding upon and shall inure of the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**MORTGAGEE**

Washington Mutual Bank, FA

  
Julie Mulhern, Asst. Vice President

ACKNOWLEDGMENT


STATE OF WISCONSIN,

COUNTY OF MILWAUKEE,

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Julie Mulhern, whose name as Assistant Vice President of Washington Mutual Bank, FA, is signed to the foregoing Agreement, and who is known to me, acknowledged that being informed of the contents of said Agreement, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Federal Association.

Given under my hand and official seal this 11<sup>th</sup> day of August, 2006.

**LINDA KRAUSE**  
NOTARY PUBLIC STATE OF WISCONSIN

  
Linda Krause, Notary Public  
My Commission Expires: 11/16/2008

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Loan #156-0661208975

MORTGAGOR

*Douglas M. Kliska*  
Douglas M. Kliska

ACKNOWLEDGMENT

STATE OF Illinois,

COUNTY OF Cook,

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Douglas M. Kliska, whose name is signed to the foregoing Agreement, and who is known to me, or produced \_\_\_\_\_ as identification, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of August 2006.

*Michele L. Oatsvall*

NOTARY PUBLIC  
My Commission Expires: 2-16-07

STATE OF Illinois,

COUNTY OF Cook,



I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Agreement, and who is known to me, or produced \_\_\_\_\_ as identification, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of August 2006.

*Michele L. Oatsvall*

NOTARY PUBLIC  
My Commission Expires: 2-16-07



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EXHIBIT A

Loan # 156-0661208975

**CITY:** CHICAGO                      **COUNTY:** COOK  
**TAX NUMBER:** 13-25-410-011-0000

**LEGAL DESCRIPTION:**

LOT 16 IN BLOCK 28 IN ALBERT CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

Loan #156-0661208975

UNIT 4-F AND G-222 IN THE 1344 NORTH DEARBORN PRIVATE RESIDENCES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 4 AND THE NORTH 1/2 OF LOT 5 IN THE SUBDIVISION OF BLOCK 15 (EXCEPT THE NORTH 47 10/12 FEET) IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO LOT 6 AND THE SOUTH 1/2 OF LOT 5 IN BORDEN MILLER AND WOOLFING'S SUBDIVISION OF BLOCK 15 (EXCEPT THE NORTH 47 10/12 FEET THEREOF) IN BRONSON'S ADDITION TO CHICAGO, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99936671 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

APN #17-04-217-136-1083

APN #17-04-217-136-1101

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