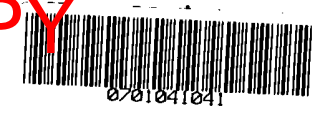


lot 1 UNOFFICIAL COPY

8271201



Doc#: 0701041041 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/10/2007 10:40 AM Pg: 1 of 5

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
INDYMAC BANK, F. S. B.)
C/O ANDRUELE)
3465 EAST FOOTHILL BLVD., 2ND FLOOR)
PASADENA, CA 91107)
Loan No. 120885641) Space above for Recorder's Use

MODIFICATION AGREEMENT
(Short Form)

This Modification Agreement ("Agreement") is made as of December 22, 2006, by DANUT TELBISZ AND RAHELA TELBISZ, HUSBAND AND WIFE, AS JOINT TENANTS

("Borrower") and INDYMAC BANK, F. S. B., a federally chartered savings bank ("Lender").

Factual Background

A. Under a construction loan agreement dated May 3, 2005 (the "Construction Loan Agreement"), Lender agreed to make a loan (the "Loan") to Borrower. Capitalized terms used here without definition have the meanings given to them in the Construction Loan Agreement.

B. The Loan is evidenced by a Note dated May 3, 2005, made payable to Lender in the stated principal amount of \$ 625,000.00. The Note is secured by a Deed of Trust, dated May 3, 2005, (the "Security Instrument") executed by Borrower as Trustor, to CHICAGO TITLE INSURANCE COMPANY as Trustee for the benefit of Lender as Beneficiary. The Security Instrument was recorded May 13, 2005 in the Official Records of COOK County, State of Illinois 0513342183. The Security Instrument encumbers certain Property located in COOK County, State of Illinois as more particularly described in Exhibit "A" attached to this Agreement (the "Property"). The street address of the Property is as follows:
6116 NORTH AVONDALE
CHICAGO, IL 60631

BOX 333-CP

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C. As used here, the term "Loan Documents" means the Loan Agreement, the Note, the Security Instrument, and any other documents executed in connection with the Loan, including those which evidence, guarantee, secure or modify the Loan, as any or all of them may have been amended to date.

D. Lender and Borrower have agreed to modify the Loan as provided in a long form Modification Agreement (the "Modification Agreement") of the same date as this Agreement. This Agreement and the Modification Agreement are Loan Documents.

Agreement

Therefore, Borrower and Lender agree as follows:

1. The Modification Agreement is incorporated in this Agreement by this reference, the same as though set forth here in full.
2. The Loan is amended on the terms and subject to the conditions of the Modification Agreement. Among other things, the principal amount of the Note is now increased to \$ 725,000.00
3. The Security Instrument is modified to secure payment and performance of the Loan as amended to date, in addition to all other secured obligations as therein stated.

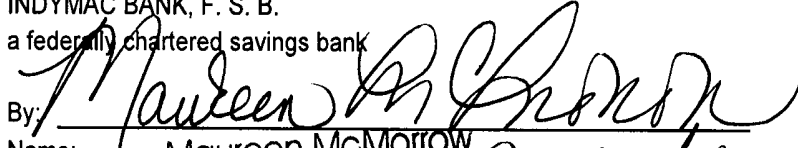
 12/26/06 _____
 DANUT TELBISZ DATE DATE

 DATE DATE

 DATE DATE

 DATE DATE

INDYMAC BANK, F. S. B.
 a federally chartered savings bank

By: 
 Name: Maureen McMorrow
 Title: Assistant Secretary



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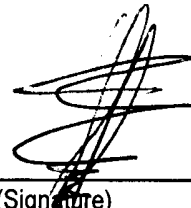
ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook)

On TIRAN before me, VIRGIL
TIRAN [a Notary Public in and for the State of Illinois],
personally appeared ANUT TELBISZ
[and _____], personally

known to me (or proved to me on the basis of satisfactory evidence) to be the person[s] whose name[s] [is/are] subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] authorized [capacity/capacities], and that by [his/her/their] signature[s] on the instrument the person[s], or the entity upon behalf of which the person[s] acted, executed the instrument.

WITNESS my hand and official seal.



(Signature)



(Space above for official notarial seal)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

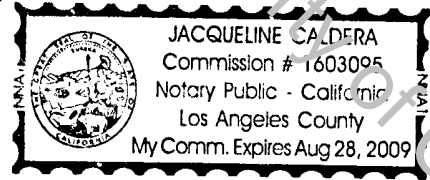
State of California

County of Los Angeles

} ss.

On Jan 2, 2007, before me, Jacqueline Caldera Notary Public

personally appeared Maureen McMorrow



personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

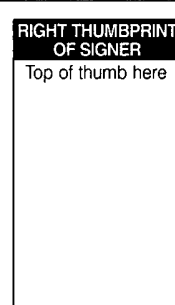
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

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CHICAGO TITLE INSURANCE COMPANY

**CONSTRUCTION LOAN POLICY (1992)
SCHEDULE A (CONTINUED)**

POLICY NO.: 1409 008271201 SK

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 8 IN BLOCK 4 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.