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9784545185

Doc#: 0704549158 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 02/14/2007 03:03 PM Pg: 1 of 3

WHEN RECORDED MAIL TO: Village Bank & Trust 234 West Northwest Highway Arlington Heights, IL 60004

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
DEANNA DUBS, LOAN ADMINISTRATOR
Village Bank & Trust
234 West Northwest Highway
Arlington Heights, IL 60004

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 3, 2007, is made and executed between MARK D TOLJANIC and SHARLENE A. TOLJANIC, JOINT TENANTS (referred to below as "Grantor") and Village Bank & Trust, whose address is 234 West Northwest Highway, Arlington Heights, IL 60004 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 5, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDING DATE 03-23-2004 DOCUMENT NUMBER 0408349237.

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

LOT 2 IN SCOTT'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 22, 1965 AS DOCUMENT NO. 2200129

The Real Property or its address is commonly known as 1135 N DRYDEN, ARLINGTON HTS, IL 60004. The Real Property tax identification number is 03-20-421-022.

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

PRINCIPAL INCREASE FROM \$107,600.00 TO \$282,000.00 .

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7982490

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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 FEBRUARY 9, 2007.

Dr. County Clark's Office

**GRANTOR:** 

MARK D TOLJANIC

SHARLENE A. TOLJANIC

LENDER:

VILLAGE BANK & TRUST

**Authorized Signer** 

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## UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 7982490	(Continue		GE	Page 3
	INDIVIDUAL ACKNO	WLEDGME	ENT	
STATE OF 161015		)		
COUNTY OF COOK		) SS )		
On this day before me, the und SHARLENE A. TOLJANIC, to me I of Mortgage, and acknowledged the uses and purposes therein mentions of the under my hand and officials seemed.	at they signed the Modific	cation as the	ir free and volur	C D TOLJANIC and cuted the Modification stary act and deed, for , 2007.
By Alanna M	F	Residing at _	ARL F	175
Notary Public in and for the State of My commission expires	f C/L	-	"OFFIC DEAN Notary Publi My Commissio	IAL SEAL" & INA DUBS C, State of Illinois Bapires 07/25/09
	LENDER ACKNOWL	EDGMENT		
STATE OF	<u></u>	) SS	0/4/	
the Lender through its board of dire path stated that he or she is auth corporate seal of said tender.	ent for the Lender that extended the free and voluntary acterists or otherwise, for the norized to execute this same	Kecuted the set and deed on the uses and aid instrume	within and foregoing the said Lende purposes therein the and that the	going instrument and or, duly authorized by n mentioned, and on e seal affixed is the
Notary Public in and for the State of	/ Re	siding at $\underline{igvee}$	illage B	enti leyst
My commission expires		**************************************	OFFICIAL SE JANET M ROBII OTARY PUBLIC - STATE MY COMMISSION EXPIR	NSON {