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Doc#: 0708942038 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/30/2007 08:40 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:**

Midwest Bank and Trust  
Company  
Algonquin Banking Center  
2045 E. Algonquin Road  
Algonquin, IL 60102

**WHEN RECORDED MAIL TO:**

Midwest Bank and Trust  
Company  
Algonquin Banking Center  
2045 E. Algonquin Road  
Algonquin, IL 60102

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

CORTEZ/ROQUE  
Midwest Bank and Trust Company  
2045 E. Algonquin Road  
Algonquin, IL 60102

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 1, 2007, is made and executed between Piotr Piechnik, single never married, whose address is 3819 N. Tripp Ave., Chicago, IL 60641 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 2045 E. Algonquin Road, Algonquin, IL 60102 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 7, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

and Assignment of Rents recorded on February 17, 2006 in the office of Cook County Recorder of Deeds as Document Nos. 0604843007 & 0604843008.

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

LOT 3 IN BLOCK 3 IN MONROE'S SUBDIVISION OF THE EAST 14.285 CHAINS OF THE WEST 16.285 CHAINS OF THE NORTH 3 50/100 CHAINS OF THE SOUTH 10 CHAINS OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1654 N. Oakley Ave., Chicago, IL 60647. The Real Property tax identification number is 14-31-327-022-0000.

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

The "Note" as defined in the Mortgage, has been replaced with a Promissory Note dated March 1, 2007 in the principal amount of \$887,315.00 payable to Midwest Bank and Trust Company.

The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount "\$836,315.00 with the amount of "\$887,315.00.

**BOX 334 CTI**

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**MODIFICATION OF MORTGAGE**

Loan No: 8008264

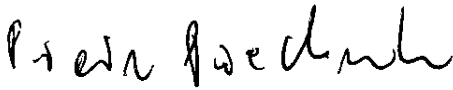
(Continued)

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**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 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.

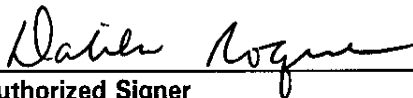
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2007.**

GRANTOR:

x   
Piotr Piechnik

LENDER:

MIDWEST BANK AND TRUST COMPANY

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 8008264

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

)  
) SS



COUNTY OF McHENRY

On this day before me, the undersigned Notary Public, personally appeared **Piotr Piechnik**, 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 1<sup>ST</sup> day of MARCH, 2007.

By Ann M Meeker Residing at ALGONQUIN

Notary Public in and for the State of ILLINOIS

My commission expires OCTOBER 26, 2009

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

)  
) SS



COUNTY OF McHENRY

On this 1<sup>ST</sup> day of MARCH, 2007 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the AVP

DALILA ROQUE, 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 Ann M Meeker Residing at ALGONQUIN

Notary Public in and for the State of ILLINOIS

My commission expires OCTOBER 26, 2009

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 8008264

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Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several vertical, slightly wavy lines, completely obscuring the text 'Clerk's Office' and partially overlapping the 'Property of Cook County' text.