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MB Financial Bank, N.A.
Commercial Banking - Western
Avenue
936 North Western Avenue
Chicago, IL 60622



0715757110

Doc#: 0715757110 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2007 10:26 AM Pg: 1 of 4

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MB Financial Bank, N.A.
Commercial Banking - Western
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936 North Western Avenue
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FOR RECORDER'S USE ONLY

437612
1 of 1
This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated May 20, 2007, is made and executed between JANUSZ CHWATKO, whose address is 7989 RIDGFIELD RD, CRYSTAL LAKE, IL 60012 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 936 North Western Avenue, Chicago, IL 60622 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 20, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of December 20, 2006 executed by Janusz Chwatko ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on December 28, 2006 as document no. 0636247110, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on December 28, 2006 as document no. 0636247111.

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

LOT 35 IN D.W. ELDRED'S RESUBDIVISION OF BLOCK 18 IN THE VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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The Real Property or its address is commonly known as 5232 W. Winnemac Avenue, Chicago, IL 60630.
The Real Property tax identification number is 13-09-313-055-0000.

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

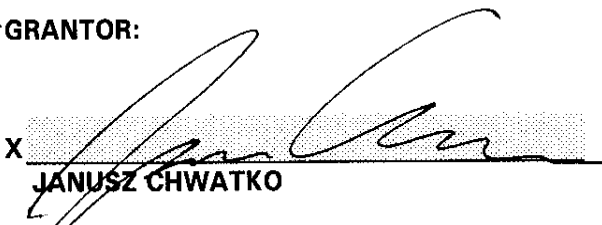
The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of May 20, 2007 in the original principal amount of \$360,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$720,000.00.

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 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 MAY 20, 2007.

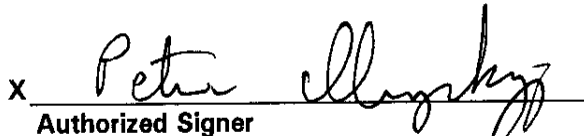
GRANTOR:

X 

JANUSZ CHWATKO

LENDER:

MB FINANCIAL BANK, N.A.

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **JANUSZ CHWATKO**, 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 20TH day of MAY, 2007.

By [Signature] Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires 5/24/2010



LENDER ACKNOWLEDGMENT

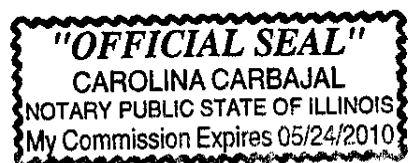
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 20TH day of MAY, 2007 before me, the undersigned Notary Public, personally appeared PETER FENVICIYJ and known to me to be the VP, 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 [Signature] Residing at CHICAGO

Notary Public in and for the State of ILLINOIS

My commission expires 5/24/2010



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 277445

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