

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

RAVENSWOOD BANK  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914



Doc#: 0727449049 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/01/2007 12:39 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

RAVENSWOOD BANK  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

**SEND TAX NOTICE TO:**

RAVENSWOOD BANK  
2300 WEST LAWRENCE  
AVENUE  
CHICAGO, IL 60625-1914

**FOR RECORDER'S USE ONLY**

FREEDOM TITLE CORP.

**This Modification of Mortgage prepared by:**

Maribel Velasquez, Loan Officer  
RAVENSWOOD BANK  
2300 WEST LAWRENCE AVENUE  
CHICAGO, IL 60625-1914

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated September 13, 2007, is made and executed between Ronald Kozil and Irene Kozil, husband and wife, in joint tenancy, whose address is 2304 Glen Eagles Lane, Riverwoods, IL 60015 (referred to below as "Grantor") and RAVENSWOOD BANK, whose address is 2300 WEST LAWRENCE AVENUE, CHICAGO, IL 60625-1914 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 5, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 27, 2007 as Document No. 0705849001, together with an Assignment of Rents dated February 5, 2007 and recorded on February 27, 2007 as Document No. 0705849002.

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

LOTS 1 TO 7 INCLUSIVE, ALSO PRIVATE ALLEY SOUTH OF AND ADJOINING LOT 1 AND NORTH OF AND ADJOINING LOTS 2 TO 7 INCLUSIVE, IN E.W. ZANDER SUBDIVISION OF LOTS 13, 16 AND 17 IN BLOCK 6 IN CLYBOURN ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THE NORTH 116.0 FEET THEREOF.

The Real Property or its address is commonly known as 1806 W. Winnemac Avenue, Chicago, IL 60640. The Real Property tax identification number is 14-07-407-021-0000.

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

I. The principal amount of \$250,000.00 in the original Promissory Note dated February 5, 2007 is hereby increased to \$500,000.00 to reflect changes of the Change In Terms Agreement dated September 13, 2007, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of the Promissory Note or agreements. The outstanding principal balance under the

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## MODIFICATION OF MORTGAGE (Continued)

Promissory Note as of the date of this Agreement is \$242,020.00.

II. All reference in the Mortgage to the principal amount of \$250,000.00 is hereby deleted and substituted in lieu thereof is a corresponding reference to the principal amount of \$500,000.00.

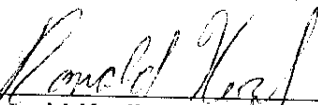
III. All reference in the Mortgage to the Maximum Lien is hereby deleted and substituted in lieu thereof is the following:

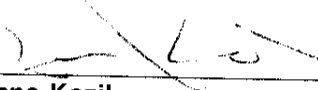
At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security interest of Mortgage, exceed \$1,000,000.00.

**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 SEPTEMBER 13, 2007.**

**GRANTOR:**

X   
Ronald Kozil

X   
Irene Kozil

**LENDER:**

**RAVENSWOOD BANK**

  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

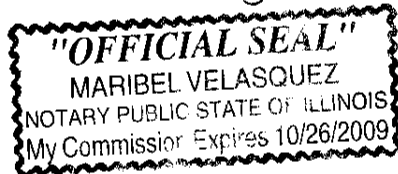
On this day before me, the undersigned Notary Public, personally appeared **Ronald Kozil**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of September, 20 07

By Maribel Velasquez Residing at Chicago

Notary Public in and for the State of IL

My commission expires 10-26-2009



### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

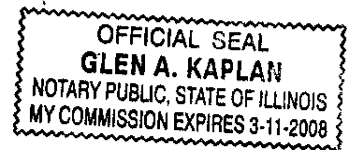
On this day before me, the undersigned Notary Public, personally appeared **Irene Kozil**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of September, 20 07

By Glen Kaplan Residing at Peperfeld

Notary Public in and for the State of ILL

My commission expires 3/11/08



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 10th day of September, 2007 before me, the undersigned Notary Public personally appeared William Martinez and known to me to be the Assistant Vice President, 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 Maribel Velasquez Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 10-26-2009



Cook County Clerk's Office