

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
LincolnWay Community Bank  
1000 East Lincoln Highway  
New Lenox, IL 60451

Doc#: 0804242114 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/11/2008 11:23 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
LincolnWay Community Bank  
1000 East Lincoln Highway  
New Lenox, IL 60451

SEND TAX NOTICES TO:  
Jeffrey Toth as to Unit 10-F  
and 12-F; Jeffrey M. Toth as  
to Unit 102; and Stefani  
Barounes as to Unit 102, 10-F  
and 12-F

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
LincolnWay Community Bank  
1000 East Lincoln Highway  
New Lenox, IL 60451

## MODIFICATION OF MORTGAGE

CTOP 8384993

THIS MODIFICATION OF MORTGAGE dated January 28, 2008, is made and executed between Jeffrey M. Toth and Stefani Barounes, Joint Tenants, as to Unit 102; Jeffrey Toth and Stefani Barounes, Joint Tenants, as to Unit 10-F; Jeffrey Toth and Stefani Barounes, as to Unit 12-F (referred to below as "Grantor") and LincolnWay Community Bank, whose address is 1000 East Lincoln Highway, New Lenox, IL 60451 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 30, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 11/07/07 in the office of Cook County as Document Number 0731142033.

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

Parcel 1:

Unit Number 102 in Building 'G' as delineated on Survey of the following described Parcel of Real Estate: All that part of Block 2 lying East of a line drawn parallel with the most Easterly line of said Block 2 from a point on the North line of said Block 2, 119.33 Feet West of the Northeast corner of said Block 2 in Schwartz and Ornoff's addition to Alsip Woods South, being a Subdivision of the Southwest 1/4 of Section 26, Township 37 North, Range 13 East of the Third Principal Meridian, excepting the West 505.10 Feet thereof, lying Northerly of the Center line of the Calumet feeder as constructed from records of Raloff's Subdivision, except that part taken for Alsip Woods South, all in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, as Trustee under Trust Number 35553, recorded in the office of the Recorder of Cook County, Illinois, as Document Number 20148114; together with its undivided percentage interest in the common elements in Cook County, Illinois

**BOX 334 CTI**

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## MODIFICATION OF MORTGAGE

(Continued)

Parcel 2:

Unit numbers 10F and 12F in 21 East Chestnut Condominium as delineated on a Survey of the following described Real Estate:

Part of Lots 5, 6, 7 and 8 in the Subdivision of Lot 1 in the partition of Block 18 in the Subdivision by the commissioners of the Illinois and Michigan canal of the South Fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, which Survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document 25036466 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

The Real Property or its address is commonly known as 3815 W. 123rd Street #102, Alsip, IL 60803 (Parcel 1); 21 E. Chestnut #10F, Chicago, IL 60611 (Parcel 2); 21 E. Chestnut #12F, Chicago, IL 60611 (Parcel 2), IL. The Real Property tax identification number is 24-26-304-025-1002 (Unit 102); 17-03-223-023-1069 (Unit 10F); 17-03-223-023-1085 (Unit 12F).


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

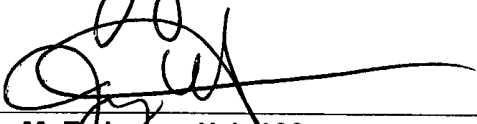
To release 21 E. Chestnut #11F, Chicago, IL 60611 from the mortgage.

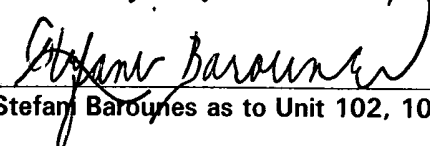
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 JANUARY 28, 2008.**

**GRANTOR:**

X   
Jeffrey Toth as to Unit 10-F and 12-F

X   
Jeffrey M. Toth as to Unit 102

X   
Stefan Barounes as to Unit 102, 10-F and 12-F

Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

LENDER:

LINCOLNWAY COMMUNITY BANK

x Kelly M. Grossman  
Kelly M. Grossman, Vice President

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Will )

On this day before me, the undersigned Notary Public, personally appeared **Jeffrey Toth as to Unit 10-F and 12-F; Jeffrey M. Toth as to Unit 102; and Stefani Parounes as to Unit 102, 10-F and 12-F**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of January, 20 08.

By Lauren D. Blabas Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office