

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
MIDWEST BANK AND TRUST  
COMPANY  
Melrose Park  
501 WEST NORTH AVENUE  
MELROSE PARK, IL 60160



Doc#: 0808835200 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/28/2008 02:08 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:  
MIDWEST BANK AND TRUST  
COMPANY  
Melrose Park  
501 WEST NORTH AVENUE  
MELROSE PARK, IL 60160

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
PETERSON/MASTERTON  
MIDWEST BANK AND TRUST COMPANY  
501 WEST NORTH AVENUE  
MELROSE PARK, IL 60160

8088-0096

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 31, 2008, is made and executed between Michael A. Kozenko, divorced, whose address is 2054 N. Whipple Unit #02, Chicago, IL 60647 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 26, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded February 6, 2007 in the Office of the Cook County Recorder of Deeds as document No. 0703735213.

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

LOT 17 IN BLOCK 5 IN WEDDELL AND COX'S HILLSIDE SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1230 West 73rd Place, Chicago, IL 60636. The Real Property tax identification number is 20-29-124-048-0000.

**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 January 31, 2008 in the principal amount of \$145,000.00.

The "Maximum Lien" section of the Mortgage is hereby amended by replacing the amount "\$88,000.00" with the amount "\$145,000.00.

All other terms and conditions remain unchanged.

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Loan No: 26975590959

(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 JANUARY 31, 2008.**

GRANTOR:


X


  
Michael A. Kozenko

LENDER:

MIDWEST BANK AND TRUST COMPANY

X


  
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 26975590959

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Michael A. Kozenko**, 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 31<sup>st</sup> day of JANUARY, 2008.

By Brian V. Masterton Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/7/08



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

On this 31<sup>st</sup> day of JANUARY, 2008 before me, the undersigned Notary Public, personally appeared STEPHEN CONTI and known to me to be the VICE PRES., 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 Brian V. Masterton Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 6/7/08

