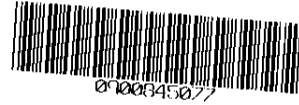


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**RECORDATION REQUESTED BY:**

First Bank  
Des Plaines  
678 Lee Street  
Des Plaines, IL 60016



Doc#: 0900845077 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/08/2009 11:41 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

FIRST BANK  
ATTN: DOCUMENT  
SERVICES  
560 ANGLUM ROAD  
HAZELWOOD, MO 63042

**SEND TAX NOTICES TO:**

First Bank  
Attn: RE Tax Department  
P.O. Box 790269  
St. Louis, MO 63179-0269

**FOR RECORDER'S USE ONLY****This Modification of Mortgage prepared by:**

Trish Kloppenburg, Business Credit Center Processor  
First Bank  
P.O. Box 790269  
St. Louis, MO 63179-0269

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 5, 2008, is made and executed between Daniel C. Kunysz and Michael A. Hallin, not personally but as Trustees on behalf of Declaration of Trust of Theodora A. Kunysz dated December 28, 2000, whose address is 4811 North Cicero Unit 616, Harwood Heights, IL 60706 (referred to below as "Grantor") and First Bank, whose address is 678 Lee Street, Des Plaines, IL 60016 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 11, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 21, 2003, as Document Number 0030096158.

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

**PARCEL 1: THAT PART OF THE EAST 286.23 FEET OF THE WEST 621.02 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LYING NORTH OF THE CENTER LINE OF RAND ROAD, OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 671.0 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 125.06 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH SOUTH 2.60 FEET; THENCE NORTH 00 DEGREES EAST, 2.33 FEET; THENCE NORTH 45 DEGREES EAST, 2.60 FEET; THENCE NORTH 90 DEGREES EAST, 44.0 FEET; THENCE SOUTH 45 DEGREES EAST, 2.60 FEET, THENCE NORTH 90 DEGREES EAST, 2.33 FEET; THENCE SOUTH 45 DEGREES EAST, 2.60 FEET; THENCE SOUTH 00 DEGREES WEST, 39.33 FEET; THENCE NORTH 90 DEGREES WEST, 53.67 FEET; THENCE NORTH 00 DEGREES EAST 37.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.**

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gfk

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## MODIFICATION OF MORTGAGE

Loan No: 944023160113

(Continued)

Page 2

**PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JUNE 28, 1978 AS DOCUMENT 24510687 AND CREATED BY DEED DATED AUGUST 30, 1978 AND RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731627 OVER AND UPON THE COMMON AREAS ESTABLISHED BY AFORESAID DECLARATION FOR PURPOSES OF INGRESS AND EGRESS, AND PARKING AREAS, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 1302 Turtle Creek, Palatine, IL 60074. The Real Property tax identification number is 02-12-200-067-0000.

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

**Extend maturity from November 5, 2008, to November 4, 2009, and modify interest rate from First Bank Prime variable to First Bank Prime plus 2.50% variable.**

**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 NOVEMBER 5, 2008.**

**GRANTOR:**

**DECLARATION OF TRUST OF THEODORA A. KUNYSZ DATED DECEMBER 28, 2000**

By: 

Daniel C. Kunysz, Trustee of Declaration of Trust of Theodora A. Kunysz dated December 28, 2000

By: 

Michael A. Hallin, Trustee of Declaration of Trust of Theodora A. Kunysz dated December 28, 2000

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## MODIFICATION OF MORTGAGE


Loan No: 944023160113

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LENDER:

FIRST BANK

X   
 \_\_\_\_\_  
 Authorized Signer James Brennan

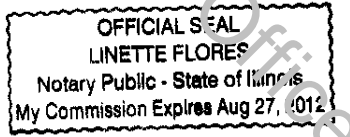
### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 8th day of December, 2008 before me, the undersigned Notary Public, personally appeared Daniel C. Kunysz, Trustee of Declaration of Trust of Theodora A. Kunysz dated December 28, 2000 and Michael A. Hallin, Trustee of Declaration of Trust of Theodora A. Kunysz dated December 28, 2000, and known to me to be authorized representatives of the trust that executed the Modification of Mortgage and acknowledged the Modification of Mortgage as a voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Linette Flores Residing at 5231 A Harlem, Chicago, IL  
 Notary Public in and for the State of Illinois ) 60656

My commission expires August 27, 2012



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## MODIFICATION OF MORTGAGE

Loan No: 944023160113

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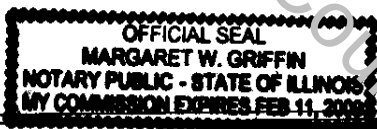
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Lake )

On this 9<sup>th</sup> day of December, 2008 before me, the undersigned Notary Public, personally appeared James Bunman and known to me to be the Vice President authorized agent for **First Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank**, duly authorized by **First Bank** 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 in fact executed this said instrument on behalf of **First Bank**.

By Margaret W Griffin Residing at Lake County  
 Notary Public in and for the State of Illinois  
 My commission expires 02-11-09



County Clerk's Office