

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
5501 W. 79th Street  
Burbank, IL 60459

**WHEN RECORDED MAIL TO:**

Cole Taylor Bank  
Loan Services  
P.O. Box 909743  
Chicago, IL 60690-9743

09069330

9011/0090 27 001 Page 1 of 3  
1999-11-15 10:11:51  
Cook County Recorder 25.00

**SEND TAX NOTICES TO:**

John Smolarczyk and Sophie  
Smolarczyk  
5247 S. Menard Avenue  
Chicago, IL 60638

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: Cole Taylor Bank (Loan Services - IL)  
P.O. Box 909743  
Chicago, IL. 60690-9743

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 30, 1999, BETWEEN John Smolarczyk and Sophie Smolarczyk, his wife, as joint tenants, (referred to below as "Grantor"), whose address is 5247 S. Menard Avenue, Chicago, IL 60638; and COLE TAYLOR BANK (referred to below as "Lender"), whose address is 5501 W. 79th Street, Burbank, IL 60459.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated January 30, 1999 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in the Cook County Recorder's Office on February 10, 1999 as Document Number 99140505 and modified by Modification of Mortgage dated July 31, 1999 recorded on August 11, 1999 as Document Number 99765703

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

LOT 29 (EXCEPT THE SOUTH 5 FEET THEREOF) AND LOT 30 (EXCEPT THE NORTH 12 FEET THEREOF) IN BLOCK 13 IN CRANE ARCHER AVENUE HOME ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 NORTH OF ARCHER ROAD, IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5247 S. Menard Avenue, Chicago, IL 60638. The Real Property tax identification number is 19-08-412-091.

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

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$28,000.00 to \$28,149.99. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$56,369.98.

The interest rate to be applied to the outstanding principal balance from time to time shall be at a rate of 11.25% per annum.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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

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10-30-1999  
Loan No 24993

## MODIFICATION OF MORTGAGE (Continued)

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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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X John Smolarczyk  
John Smolarczyk

X Sophie Smolarczyk  
Sophie Smolarczyk

LENDER:

COLE TAYLOR BANK

By: Susan M. Gallagher  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **John Smolarczyk and Sophie Smolarczyk**, 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.

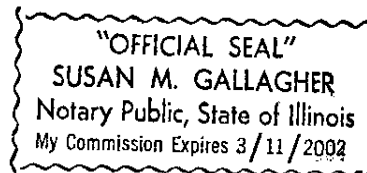
Given under my hand and official seal this 30th day of October, 19 99.

By Susan M. Gallagher Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 3/11/2002

09069330



LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook ) ss

On this 30th day of October, 19 99, before me, the undersigned Notary Public, personally appeared Susan Gallagher and known to me to be the Branch Sales Mgr., 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 Lori Christine Neuberg Residing at Burbank

Notary Public in and for the State of Illinois

My commission expires 6-20-00



Cook County Clerk's Office  
09069330