

# UNOFFICIAL COPY

RECORDATION REQUESTED BY  
Midwest Bank and Trust  
Company  
Roselle Banking Center  
505 N. Roselle  
Roselle, IL 60172



Doc#: 0910544008 Fee: \$42.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/15/2009 08:57 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:  
Midwest Bank and Trust  
Company  
Roselle Banking Center  
505 N. Roselle  
Roselle, IL 60172

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
IRIZARRY/HUSA  
Midwest Bank and Trust Company  
505 N. Roselle  
Roselle, IL 60172

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 12, 2008, is made and executed between Michael Madej, whose address is 407 E. Montrose Avenue, Wood Dale, IL 60191 (referred to below as "Grantor") and Midwest Bank and Trust Company, whose address is 505 N. Roselle, Roselle, IL 60172 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 17, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded July 16, 2003 as Document number 0319720134 in the office of Cook County Recorder.

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

LOT 51 IN BAUWEN AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF (EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1515 W. Cortez Street, Chicago, IL 60622. The Real Property tax identification number is 17-05-309-025.

**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 September 12, 2008 in the principal amount of \$178,275.93 payable to Midwest Bank and Trust Company.

This modification reflects that the following paragraph is hereby inserted to the mortgage and is made a part thereof.

Syes  
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(Continued)**

Loan No: 6296189055

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**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

All other terms and conditions not specifically amended herein; remain unchanged and in full effect.

**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 12, 2008.**

GRANTOR:

X


  
Michael Madej

LENDER:

MIDWEST BANK AND TRUST COMPANY


  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6296189055

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

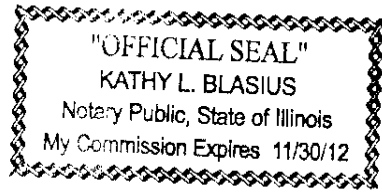
On this day before me, the undersigned Notary Public, personally appeared **Michael Madej**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 26<sup>th</sup> day of December, 2008.

By [Signature] Residing at 505 N. Roselle Rd

Notary Public in and for the State of Illinois

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



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 26<sup>th</sup> day of December, 2008 before me, the undersigned Notary Public, personally appeared Glenn R. HUBA and known to me to be the Vice President, authorized agent for **Midwest Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Midwest Bank and Trust Company**, duly authorized by **Midwest Bank and Trust Company** 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 **Midwest Bank and Trust Company**.

By [Signature] Residing at 505 N. Roselle Rd

Notary Public in and for the State of Illinois

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

