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RECORDATION REQUESTED BY: PLAZA BANK 7460 W. IRVING PARK ROAD NORRIDGE, IL 60706

Doc#: 0914654020 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 05/26/2009 08:50 AM Pg: 1 of 4

WHEN RECORDED MAIL TO: PLAZA BANK 7460 W. IRVING PARK ROAD NORRIDGE, IL 60706

SEND TAX NOTICES TO:

Stanislaw Kwasny, Stanislawa Zynda and Christopher Koczwara 4217 S. Mozart St. Chicago, IL 60632

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
PLAZA BANK
7460 W. IRVING PARK ROAD
NORRIDGE, IL 60706

PRAIRIE TILE INC. 6821 NORTH AVENUE OAK PARK, IL 60302

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 12, 2008, is made and executed between Stanislaw Kwasny, Stanislawa Zynda, husband and wife and Christopher Koczwara, a single man (referred to below as "Grantor") and PLAZA BANK, whose address is 7460 W. RVING PARK ROAD, NORRIDGE, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 12, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 25, 2007 as Document Number 0702554151.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8567 S. Archer Ave., Willow Springs, IL 60480. The Real Property tax identification number is 18-33-319-042-0000.

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

The Mortgage is hereby amended to provide an increase in the principal amount of the Promissoty Note from \$75,000.00 to \$105,000.00.

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

MODIFICATION OF MORTGAGE (Continued)

Loan No: 11156334

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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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 12, 2008.

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LENDER:

PLAZA BANK

mol 1 Mats

Stanislawa Zynda

Stanislaw Kwasny

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 11156334 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF _____ Illinois) SS COUNTY OF On this day before the undersigned Notary Public, personally appeared Stanislaw Kwasny; Stanislawa Zynda; and Christopher Koczwara, to me known to be the individuals described in and who executed the Modification of Mortgago, 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 12 day of Sept. , 2007 Residing at _ Norride Illinon Notary Public in and for the State of My commission expires LENDER ACKNOWLEDSMENT COUNTY OF On this ______ day of ______ day of ______ before me, the undersigned Notary Public, personally appeared _______ John F. fauthabe and known to me to be the _______ instrument and forestiment , authorized agent for PLAZA BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PLAZA BANK, duly authorized by PLAZA 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 PLAZA BANK. Residing at Notride Notary Public in and for the State of <u>エルルのい</u> www.

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"EXHIBIT A"

LEGAL DESCRIPTION

THAT PART OF LOT 2 LYING SOUTH OF ARCHER AVENUE (EXCEPTING FROM SAID TRACT THAT PART LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOW'S: COMMENCING AT THE SOUTH WEST CORNER OF LOT 2 AFORES A.D; THENCE DUE NORTH OF THE WEST LINE OF LOT 2 AFORESAID, A DISTANCE OF 610 FEET TO A PLACE OF BEGINNING OF SAID LINE; THENCE SC JTH 68 DEGREES 56 MINUTES 37.5 SECONDS EAST, 143.43 FEET TO A POINT; THENCE NORTH 14 DEGREES 30 MINUTES EAST, A DISTANCE OF 12.32 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 140.30 FEET TO THE EAST LINE OF AFORESAID LOT 2; ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT 2 WHICH IS 33 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLE TO THE CENTER LINE OF EXISTING ARCHER AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 242 FEET; THENCE WEST AT RIGHT ANGLES 10 7HF EAST LINE OF SAID LOT 2, A DISTANCE OF 96 FEET; THENCE NORTHWESTERLY 136 FEET, MORE OR LESS, TO A POINT IN A LINE 33 FEET SOUTH LASTERLY, MEASURED AT RIGHT ANGLES TO, THE CENTER LINE OF EXISTING PAVEMENT IN ARCHER AVENUE, SAID POINT BEING 229 FEET SOUTHWESTERLY OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE AND THE WEST LINE OF LOT 2; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 229 FEET TO THE PLACE OF BEGINNING OF THE SUBDIVISION BY THE HERE OF GEORGE BEEBE, DECEASED, OF PART OF THE SOUTH WEST 1/4 OF SECTION 33. TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1890, IN DOOK 43 OF PLATS, PAGE 2, SUBDIVISION TO THE EASEMENTS GRANTED IN DOCUMENT 1773910 IN TORRENS RECORDED DECEMBER 16, 1957, AS DOCUMENT 1868659, IN TORRENS, RECORDED JUNE 12, 1959, IN COOK COUNTY, ILLINOIS.