

R119-7059

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RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201



Doc#: 0922408014 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/12/2009 07:40 AM Pg: 1 of 3

WHEN RECORDED MAIL TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

Judith Kolata
7750 Sheridan Road #2L
Chicago, IL 60626

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Lender
First Bank & Trust
820 Church Street
Evanston, IL 60201

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2009, is made and executed between Judith Kolata, whose address is 7750 Sheridan Road #2L, Chicago, IL 60626 (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded August 10, 2004 as Document Number 0422329187.

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 7750 Sheridan Road #2L, Chicago, IL 60626. The Real Property tax identification number is 11-29-101-033-1028, 11-29-101-033-1116.

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

Change in Maturity Date, Increase Floor and Rate .

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

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7017083

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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 JULY 29, 2009.

GRANTOR:

X Judith Kolata
Judith Kolata

LENDER:

FIRST BANK & TRUST

X Jan Kelly
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

) SS
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On this day before me, the undersigned Notary Public, personally appeared Judith Kolata, 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 28 day of July, 2009.

By Judette L. Kurasz Residing at 820 Church St # 60201

Notary Public in and for the State of IL

My commission expires 3-28-2010



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MODIFICATION OF MORTGAGE

Loan No: 7017083

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 20 day of July, 2009 before me, the undersigned Notary Public, personally appeared Von Kelly and known to me to be the VP, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First Bank & Trust** 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 & Trust**.

By [Signature] Residing at State IL 60076

Notary Public in and for the State of IL

My commission expires 12-3-2012



Cook County Clerk's Office