

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160



WHEN RECORDED MAIL TO:
MIDWEST BANK AND TRUST
COMPANY
Melrose Park
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

Doc#: 0923133011 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/19/2009 08:39 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

9230-0057

This Modification of Mortgage prepared by:
IRIZARRY/STOKES
MIDWEST BANK AND TRUST COMPANY
501 WEST NORTH AVENUE
MELROSE PARK, IL 60160

8/19/09

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 31, 2009, is made and executed between Mary Murzanski, married, whose address is 3308 N. Hoyne Ave., Chicago, IL 60618 (referred to below as "Grantor") and MIDWEST BANK AND TRUST COMPANY, whose address is 501 WEST NORTH AVENUE, MELROSE PARK, IL 60160 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 31, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded August 14, 2008 as Document No. 0822705067 in the office of Cook County Recorder of Deeds.

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 2500 N. Ashland Ave., Chicago, IL 60614. The Real Property tax identification number is 14-30-408-046-0000.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated July 31, 2009 in the original principal amount of \$300,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes; (2) 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 the amount of \$300,000.00. All other terms and conditions not specifically amended herein; remain unchanged and in full effect.

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

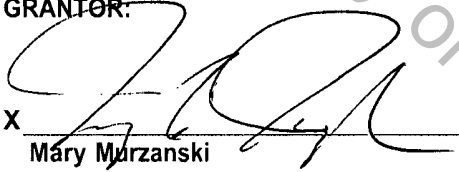
Loan No: 817594953

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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 JULY 31, 2009.

GRANTOR:

X 
Mary Murzanski

LENDER:

MIDWEST BANK AND TRUST COMPANY

X 
Authorized Signer

County of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 817594953

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this day before me, the undersigned Notary Public, personally appeared **Mary Murzanski**, 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 31st day of July, 2009.
 By Shawnesse Carson Residing at _____

Notary Public in and for the State of IL
 My commission expires 11/15/2011



LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 31st day of July, 2009 before me, the undersigned Notary Public, personally appeared Dan Stokes and known to me to be the Senior 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 Shawnesse Carson Residing at _____

Notary Public in and for the State of IL
 My commission expires 11/15/2011



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LOT 25 (EXCEPT THAT PART CONVEYED BY DOCUMENT 10732429 TO CITY OF CHICAGO FOR WIDENING ASHLAND AVENUE) IN BLOCK 4 IN FULLERTON'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND NORTHWESTERN RAILWAY AND OF PART OF SAID RAILWAY AND EAST OF CLYBOURN AVENUE, ACCORDING TO MAP RECORDED IN BOOK 15 OF PLATS, PAGE 10, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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