



Doc#: 0925908021 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2009 07:33 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Maureen M. Bismark, Esq.
Cole Taylor Bank
9550 W. Higgins Road
8th floor
Rosemont, Illinois 60018

CTIC-HE

032006235

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

MORTGAGE MODIFICATION AGREEMENT

This **MORTGAGE MODIFICATION AGREEMENT** (this "**Modification**") is made as of the 2nd day of March, 2009, by and between COLE TAYLOR BANK, whose address is 225 West Washington Street, Chicago, Illinois 60606 ("**Lender**") and Waclaw Fudalewicz, Barbara Fudalewicz, joint and severally, each a "**Grantor**" and collectively the "**Grantors**").

Mortgage. Grantors and Lender entered into a mortgage dated March 2, 1999 ("**Mortgage**") recorded in Cook County, State of Illinois as follows:

Recorded in the Cook County Recorder's Office on March 17, 1999 as Document Number 99260581.

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

Lot 6403 in Section 2 Weathersfield unit 6, being a subdivision in the southeast 1/2 of section 29, township 41 north, range 10 East of the third principal meridian, according to the plat thereof recorded June 28, 1966 as Document Number 19869941 in Cook County, Illinois.

The Real Property is more commonly known as: 1227 Milton Lane, Schaumburg, Illinois 60193. The Real Property tax identification number is 07-29-414-020.

Modification. Grantors and Lender hereby modify the Mortgage as follows:

- a) Any reference to the phrase "revolving line of credit" should be stricken only and as of March 2, 2009 replaced with the term "amortizing term loan" between Grantors and Lender and Lender is no longer obligated to advance any further funds to Grantors.
- b) The Mortgage and Modification do not have a stated maturity date.

Effectiveness of this Agreement. This Modification shall not be effective until this Modification is executed and accepted by Lender.

Capitalized terms. All capitalized terms used but not defined herein shall have the same meaning as each has in the Note and Mortgage.

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Full Force and Effect. The Note, the Mortgage, and all other Loan Documents executed and delivered in connection with the loan evidenced by the Note shall remain in full force and effect, except as expressly modified by this Modification.

Successors and Assigns. This Modification shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.

[The remainder of this page has been left blank intentionally.]

Property of Cook County Clerk's Office

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The parties have executed this Modification as of the date set forth above.

LENDER:

COLE TAYLOR BANK

By: *Julia A. Lechner*
 Name: Julia A. Lechner
 Title: VICE PRESIDENT

GRANTORS:

x: *[Signature]*
 Printed Name: WACLAW FUDALEWICZ

x: *[Signature]*
 Printed Name: BARBARA FUDALEWICZ

Property of Cook County Clerk's Office

UNOFFICIAL COPY

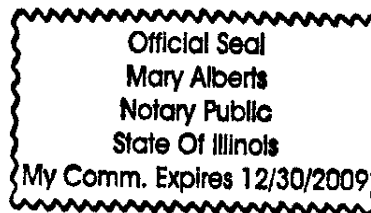
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20 day of August, 2009, before me, the undersigned Notary Public, personally appeared Julie Lebherz, the Vice President of COLE TAYLOR BANK (the "Bank"), and known to me to be the Vice President of the Bank that executed the Modification and acknowledged the Modification to be the free and voluntary act and deed of the Bank, by authority of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Modification and in fact executed the Modification on behalf of the Bank.



NOTARY PUBLIC

My Commission Expires:
12/30/09

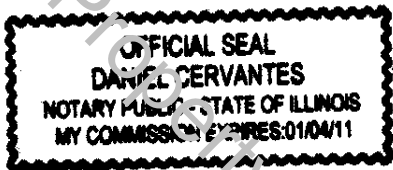


Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24th day of August, 2009, before me, the undersigned Notary Public, personally appeared **Waclaw Fudalewicz**, individually, and known to me to be **Waclaw Fudalewicz** executed the Modification and acknowledged the Modification to be his free and voluntary act for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this Modification and in fact executed the Modification on behalf himself.

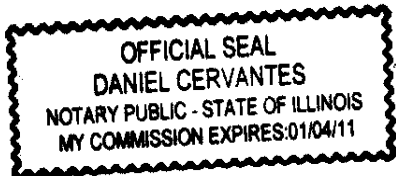


[Signature]
NOTARY PUBLIC

My Commission Expires:
1/4/11

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24th day of August, 2009, before me, the undersigned Notary Public, personally appeared **Barbara Fudalewicz**, individually, and known to me to be **Barbara Fudalewicz**, executed the Modification and acknowledged the Modification to be the her free and voluntary act for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this Modification and in fact executed the Modification on behalf herself.



[Signature]
NOTARY PUBLIC

My Commission Expires:
1/4/11