

UNOFFICIAL COPY

Modification Agreement

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000



Doc#: 1008135241 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/22/2010 02:46 PM Pg: 1 of 3

605959 2d3

Legal Description:

Lot 15 in John Biederer's Subdivision No. 1, being a subdivision of part of the Northwest quarter of the Southwest quarter of Section 36, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 25, 1954 as document no. 1513807.

Permanent Index Number: 04-36-300-021-0000 Volume number: 134

830 Glenayre Dr, Glenview, IL 60025

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RECORDING REQUESTED BY **PNC Bank, National Association, as successor by merger to National City Bank, successor by merger to MidAmerica Bank FSB**

WHEN RECORDED MAIL TO

National City Lending Services
6750 Miller Road
Brecksville OH 44141

Customer Name: **ANNA MIKULA and EUGENIUSZ MIKULA** *EM AM*

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this **02/17/2010** by **PNC Bank, National Association, as successor by merger to National City Bank, successor by merger to MidAmerica Bank FSB** ("Lender") and **ANNA MIKULA and EUGENIUSZ MIKULA**, ("Borrower") ** EUGENIUSZ EM AM* previously executed a revolving Credit Agreement ("Credit Agreement") dated **03/23/2006** with a credit limit in the amount of **\$500,000.00**. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust of Mortgage ("Security Agreement") dated _____, for the use and benefit of Lender, which was recorded on **04/05/2006**, in Book _____ on Page _____, as Instrument no. **0309535260** of the Office of Recorders of **Cook** county, state of **Illinois**.

For Good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above reference Credit Agreement from **\$500,000.00** to **\$318,000.00**.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement, and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agree or Security Agreement in any of the Documents refer to Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay cost and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

Agreement is effective as of the date first written above.

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BORROWER:

Anna Mikula Eugemusz Mikula
ANNA MIKULA and EUGEMUSZ MIKULA
EUGENIUSZ EM AM

STATE OF ILLINOIS
COUNTY OF: COOK

) SS
)

On 3/1/10 before me MARIA SERWY the undersigned, a Notary Public in and for said state personally appeared, ANNA MIKULA and EUGEMUSZ MIKULA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instruments and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Maria Serwy

Notary Public in and for said County and State



LENDER:

PNC Bank, National Association, as successor by merger to National City Bank, successor by merger to MidAmerica Bank FSB

BY: *Kelly Clemenich*
Kelly Clemenich
Officer

STATE OF: OHIO) SS
COUNTY OF: CUYAHOGA)

On 17th, Feb, 2010, before me, , the undersigned, a Notary Public in and for said state personally appeared, Kelly Clemenich, Officer of PNC BANK, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instruments."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Cynthia Peskura

Notary Public in and for said County and State



CYNTHIA PESKURA
Notary Public
In and for the State of Ohio
My Commission Expires
October 19, 2013