

# UNOFFICIAL COPY

RECORDING REQUESTED BY:

U.S. Bank National Association  
11 West Madison Street  
Oak Park, IL 60302

WHEN RECORDED MAIL TO:  
THIS INSTRUMENT WAS PREPARED BY:

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Doc#: 1304613044 Fee: \$44.00  
Karen A. Yarbrough RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2013 01:34 PM Pg: 1 of 4

(Modifies Document No. 0730249042)

## MODIFICATION OF MORTGAGE

This MODIFICATION OF MORTGAGE is effective as of October 15, 2012, is made and executed between KRZYSZTOF JURCZAK, whose address is 10105 S. 84<sup>TH</sup> Avenue, Palos Hills, IL 60465 (referred to herein as the “Grantor”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Community Bank of Lemont (referred to herein as “Lender”).

**MORTGAGE.** Grantor and Lender have entered into a Mortgage dated October 15, 2007 (the “Mortgage”) which has been recorded in the Office of the Cook County Recorder on **October 29, 2007 as Document No. 0730249042.**

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

LOT 12 IN BLOCK 20 IN BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE EAST HALF THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6332 S. Archer Avenue, Chicago, IL 60638.

The Real Property Tax identification number is 19-08-325-031.

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

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The definition of the word "Lender" is hereby modified to include U.S. Bank National Association, and its successors and assigns.

"Note" is hereby amended in its entirety to: The word "Note" means the Promissory Note dated October 15, 2007 in the original principal amount of \$348,700.00, as modified by that certain Loan Modification Agreement, dated effective as of October 15, 2012, providing a maturity date of October 15, 2014, together with all renewals of, extensions of, consolidations of, refinancings of, and substitutions for the Note or Agreement.

The Note, as modified, sets forth the following interest rate: The unpaid principal balance of the Note will bear interest at an annual rate equal to 2.000% plus the prime rate announced by Lender and in effect from time to time; provided that the interest rate prior to maturity or default will not be less than 7.750%. The interest rate hereunder will be adjusted each time the prime rate changes. Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

**Maximum Lien:** At no time shall the principal indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$697,400.00.

**CONTINUING VALIDITY.** This Modification is a modification only and not a novation, extinguishment, compromise, settlement, release, or accord and satisfaction of the Note secured by the Mortgage or the Mortgage. All other terms, conditions, provisions, representations and warranties set forth in the Note or Mortgage not explicitly modified in this Modification shall remain unchanged and shall remain binding in full force and effect. Any property, or rights to or interest in property, granted as security in the Mortgage shall remain as security for the Note. This Modification shall not release or affect (a) the liability of any guarantor, surety or endorser of the Note, (b) the lien of the Mortgage or any other lien, security interest or right in favor of the Lender, or (c) any collateral, or any owner of collateral, securing the Loan. The validity, priority and enforceability of the Note, the Mortgage, and any other lien or security interest of the Lender shall not be impaired hereby.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED JANUARY 28, 2013.**

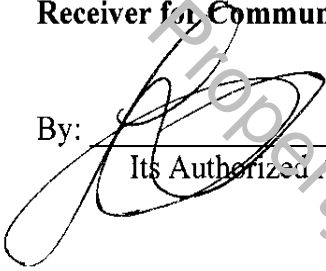
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**GRANTOR:**

  
\_\_\_\_\_  
Krzysztof Jurczak

**LENDER:**

**U.S. BANK NATIONAL ASSOCIATION, a national banking association,  
as successor-in-interest to the Federal Deposit Insurance Corporation,  
Receiver for Community Bank of Lemont**

By:   
\_\_\_\_\_  
Its Authorized Agent

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Cook )

Before me, a Notary Public, in and for said County and State, personally appeared **KRZYSZTOF JURCZAK**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledge that he signed the Modification as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and Notarial Seal, this 28th day of JANUARY, 2013.



Lisa M Ford  
Notary Public - Signature

LISA M FORD  
Notary Public - Printed

My Commission Expires:  
02/25/2015

My County of Residence:  
Cook

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Cook )

Before me, a Notary Public, in and for said County and State, personally appeared Lonny S. Klaff, known to me to be a Vice President of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Community Bank of Lemont, and acknowledged the execution of the foregoing Modification of Mortgage for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 28th day of JANUARY, 2013.

My Commission Expires  
02/25/2015

Lisa M Ford  
Notary Public

My County of Residence:  
Cook

LISA M. Ford  
Printed

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