

# UNOFFICIAL COPY

Doc# 1319708316 fee: \$54.00  
Date: 07/16/2013 09:53 AM Pg: 1 of 4  
Cook County Recorder of Deeds  
\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

**RECORDATION REQUESTED BY:**

OXFORD BANK & TRUST  
Corporate Office  
1111 W. 22nd Street, Suite  
800  
Oak Brook, IL 60523

**WHEN RECORDED MAIL TO:**

OXFORD BANK & TRUST  
Corporate Office  
1111 W. 22nd Street, Suite  
800  
Oak Brook, IL 60523

**SEND TAX NOTICES TO:**

OXFORD BANK & TRUST  
Corporate Office  
1111 W. 22nd Street, Suite  
800  
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

*H25324836*  
**This Modification of Mortgage prepared by:**

Michelle Kras, Operations Officer #7549113-3 (SMF)  
OXFORD BANK & TRUST  
1111 W. 22nd Street, Suite 800  
Oak Brook, IL 60523

ORIGINAL

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2013, is made and executed between RYSZARD TARNACKI, whose address is 3724 N. ORIOLE, CHICAGO, IL 60634 and ELZBIETA TARNACKI, his wife, in Joint Tenancy, whose address is 3724 N. ORIOLE, CHICAGO, IL 60634 (referred to below as "Grantor") and OXFORD BANK & TRUST, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 25, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded on March 5, 2008 by the cook county recorder of deeds and known as recording #0806555152.

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

LOT 31 (EXCEPT THE EAST 8.06 FEET THEREOF) AND THE EAST 15.06 FEET OF LOT 32 IN BLOCK 1 IN RIVER GROVE ESTATES, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8328 O'CONNOR DRIVE, RIVER GROVE, IL 60171. The Real Property tax identification number is 12-26-201-067.

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

Extend the maturity date of the promissory note and mortgage from March 1, 2013 to March 1, 2018. The interest rate is being changed from a fixed rate of 5.90% to a fixed rate of 5.00%. New principal and interest payments in the amount of \$2,681.00 will be due on the 1st of each month beginning on April 1,

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2013 and will continue until paid in full or loan maturity. The prepayment penalty is 3%, 2%, 1%, 1%, 1% unless the property is sold to a third party. All other terms and conditions will remain the same .

**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 MARCH 1, 2013.**

GRANTOR:

X Ryszard Tarnacki  
RYSZARD TARNACKI

X Elzbieta Tarnacki  
ELZBIETA TARNACKI

LENDER:

OXFORD BANK &amp; TRUST

X [Signature]  
Authorized Signer

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## MODIFICATION OF MORTGAGE

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

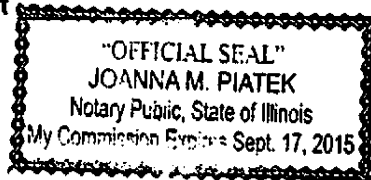
On this day before me, the undersigned Notary Public, personally appeared RYSZARD TARNACKI and ELZBIETA TARNACKI, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of MARCH, 2013.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 09/12/15



### LENDER ACKNOWLEDGMENT

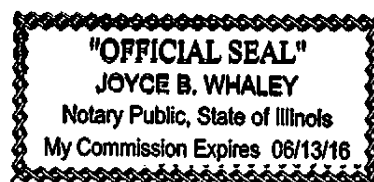
STATE OF Illinois )  
 ) SS  
 COUNTY OF DuPage )

On this 1st day of March, 2013 before me, the undersigned Notary Public, personally appeared Steve Francis and known to me to be the Vice President, authorized agent for OXFORD BANK & TRUST that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of OXFORD BANK & TRUST, duly authorized by OXFORD 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 OXFORD BANK & TRUST.

By Joyce B. Whaley Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 6/13/2016



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## MODIFICATION OF MORTGAGE (Continued)

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