

**RECORDATION REQUESTED BY:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

**WHEN RECORDED MAIL TO:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

**SEND TAX NOTICES TO:**

Stanislaw Kozlowski a/k/a  
Stanley Kozlowski  
Krystyna Kozlowski  
1310 Lorraine Place  
Schaumburg, IL 60173

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Rudolph/Bley  
First Bank & Trust  
820 Church Street  
Evanston, IL 60201

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 5, 2013, is made and executed between Stanley Kozlowski and Krystyna Kozlowski, as joint tenants (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 6, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 21, 2012 as document number's 1232626086 and 1232626087 with the Cook County Recorder of Deeds.

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

LOT 190 IN PARK ST CLAIRE UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13, THE NORTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED NOVEMBER 15, 1991 AS DOCUMENT 91603720 IN COOK COUNTY ILLINOIS

The Real Property or its address is commonly known as 1310 Lorraine Place, Schaumburg, IL 60173. The Real Property tax identification number is 07-23-206-022-0000.

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

The paragraph entitled "Maximum Lien" in the Mortgage is hereby deleted and replaced with the following:

**Maximum Lien.** 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 \$300,000.00.

The paragraph entitled "Note" in the Mortgage is hereby deleted and replaced with the following:

**Note.** The word "Note" means the promissory note dated November 5, 2013 in the original principal

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

Loan No: 198803-9001

Page 2

amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 0.500 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on June 10, 2014. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 10, 2013, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

**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 NOVEMBER 5, 2013.**

GRANTOR:

x   
Stanislaw Kozlowski a/k/a Stanley Kozlowski

x   
Krystyna Kozlowski

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 198803-9001

Page 3

LENDER:

FIRST BANK & TRUST

X *[Signature]*  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF Kenne )

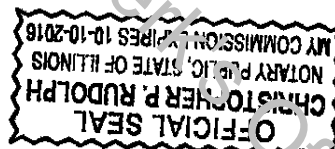
On this day before me, the undersigned Notary Public personally appeared **Stanislaw Kozlowski a/k/a Stanley Kozlowski and Krystyna Kozlowski**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of November, 2013.

By *[Signature]* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 198803-9001

Page 4

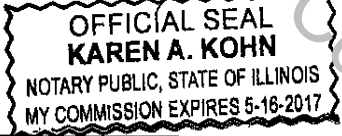
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF DeWitt ) SS  
 )

On this 5th day of NOVEMBER, 2013 before me, the undersigned Notary Public, personally appeared CHRIS RUCCOLON and known to me to be the SUP, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First 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 **First Bank & Trust**.

By Karen Kohn Residing at \_\_\_\_\_  
 Notary Public in and for the State of Ill

My commission expires 5-16-17



DeWitt County Clerk's Office