



RECORDATION REQUESTED BY:  
ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477

WHEN RECORDED MAIL TO:  
ALLEGIANCE COMMUNITY  
BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477

COOK COUNTY  
MAY 13 2002  
MAY 13 2002

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
ALLEGIANCE COMMUNITY BANK  
8001 W. 183RD STREET  
TINLEY PARK, IL 60477

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated February 2, 2002, is made and executed between ROCKY W. QUIROGA, A MARRIED MAN (referred to below as "Grantor") and ALLEGIANCE COMMUNITY BANK, whose address is 8001 W. 183RD STREET, TINLEY PARK, IL 60477 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 19, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MARCH 20, 2001 AS DOCUMENT NO. 0010217628 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE.

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

LOTS 84 AND 85 IN WINSLOW SUBDIVISION OF PART OF BLOCK 21 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED JULY 17, 1969 AS DOCUMENT NUMBER 19633 IN BOOK 170 OF MAPS PAGE 46, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2036-38 W. GRAND AVENUE, CHICAGO, IL 60612. The Real Property tax identification number is 17-07-124-023-0000

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

THE ORIGINAL PROMISSORY NOTE DATED MARCH 19, 2001, MATURING ON APRIL 2, 2006 IN THE ORIGINAL AMOUNT OF \$340,000.00 FROM ROCKY W. QUIROGA TO ALLEGIANCE COMMUNITY BANK, WHICH WAS PREVIOUSLY MODIFIED ON AUGUST 2, 2001, TO REDUCE THE INTEREST RATE TO 7.75%, IS NOW BEING FURTHER MODIFIED ON FEBRUARY 2, 2002, WITH A CURRENT BALANCE OF \$326,347.82, AS FOLLOWS: 1) TO REDUCE THE INTEREST RATE TO 7.125%; AND, 2) TO EXTEND THE MATURITY DATE TO FEBRUARY 2, 2007. ALL OTHER TERMS AND PROVISIONS OF THE LOAN DOCUMENTS REMAIN IN FULL FORCE AND EFFECT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

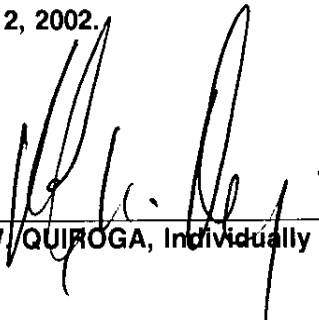
MODIFICATION OF MORTGAGE  
(Continued)

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**CROSS-COLLATERALIZATION.** THIS LOAN IS CROSS-COLLATERALIZED WITH AND TO ALL EXISTING LOANS MADE TO ROCKY W. QUIROGA BY ALLEGIANCE COMMUNITY BANK.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 2, 2002.**

GRANTOR:

X   
\_\_\_\_\_  
ROCKY W. QUIROGA, Individually

LENDER:

  
\_\_\_\_\_  
Authorized Signer

Allegiance Community Bank Clerk's Office

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS ) ) SS COUNTY OF Cook )

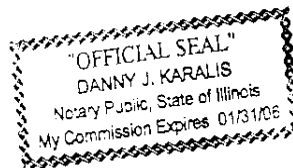
On this day before me, the undersigned Notary Public, personally appeared ROCKY W. QUIROGA, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of February, 2002.

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

Notary Public in and for the State of \_\_\_\_\_

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



LENDER ACKNOWLEDGMENT

STATE OF Illinois ) ) SS COUNTY OF Cook )

On this 2nd day of February, 2002 before me, the undersigned Notary Public, personally appeared Candice Fowles and known to me to be the AVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Mary Carlsson Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 7-28-04

