0021331894
9444/0079 83 003 Page 1 of 3
2002-12-04 14:04:44
Cook County Recorder 28.50

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

0021331894

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

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 September 10, 2002, is made and executed between JOSE L. RIVAS and EVANGELINA RIVAS, MARRIED TO EACH OTHER (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 September 10, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON DECEMBER 19, 2001 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 0011209542.

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

LOT 101 IN E. A. CUMMINGS AND COMPANY'S ADDITION TO WARREN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5634 WEST CERMAK, CICERO, IL 60650. The Real Property tax identification number is 16-20-431-023-0000

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

THE ORIGINAL PROMISSORY NOTE DATED SEPTEMBER 10, 2001, ORIGINALLY MATURING ON SEPTEMBER 20, 2002, IN THE ORIGINAL AMOUNT OF $73,000.00 FROM EVAS FASHION, INC., an Illinois Corporation, JOSE L. RIVAS AND EVANGELINA RIVAS, TO ALLEGIANCE COMMUNITY BANK IS NOW MODIFIED AS FOLLOWS: THE MATURITY DATE IS EXTENDED TO SEPTEMBER 10, 2003 FROM SEPTEMBER 10, 2002.

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

MODIFICATION OF MORTGAGE
(Continued)

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 2002.

GRANTOR:

X _____
JOSE L. RIVAS, Individually

X _____
EVANGELINA RIVAS, Individually

LENDER:

X _____
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **JOSE L. RIVAS and EVANGELINA RIVAS,** 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 10th **day of** September, **20** 02.

By _____ **Residing at** _____

Notary Public in and for the State of _____

My commission expires _____

"OFFICIAL SEAL"
DANNY J. KARALIS
Notary Public, State of Illinois
My Commission Expires 01/31/06

LENDER ACKNOWLEDGMENT

STATE OF _____)
) **SS**
COUNTY OF _____)

On this 10TH day of September, 2002 before me, the undersigned Notary Public, personally appeared DANNY J. KARALIS and known to me to be the CEO, 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 _____ **Residing at** _____

Notary Public in and for the State of IL

My commission expires 11-9-03

"OFFICIAL SEAL"
CRISTINA ANDRADE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/9/2003