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2003-03-24 09:42:54

Cook County Recorder

28.50

RECORDATION REQUESTED BY: THE NATIONAL REPUBLIC BANK OF CHICAGO 1201 W. Harrison St. Chicago, IL 60607



WHEN RECORDED MAIL TO: THE NATIONAL REPUBLIC BANK OF CHICAGO 1201 W. Harrison St. Chicago, IL 60607

SEND TAX NOTICES TO:
THE NATIONAL REPUBLIC
BANK OF CHICAGO
1201 W. Harrison St.
Chicago, IL 60607

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Leticia Victor
THE NATIONAL REPUBLIC BANK OF CHICAGO
12)1 V'. Harrison St.
Chicago, IL 60607

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2003, is made and executed between ROBERTO LARA and BERTHA LARA, his wife in joint tenancy (referred to below as "Grantor") and THE NATIONAL REPUBLIC BANK OF CHICAGO, whose address is 1201 W. Harrison St., Chicago, IL 60607 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 20, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Modification recorded on 10/12/01 in Cook County doc. #0010951551.

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

LOTS 1 AND 2 IN O'CONNORS SUBDIVISION OF LOTS 1 AND 2 IN STINSON'S SUBDIVISION OF LOT 1 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1901 S. CANALPORT, CHICAGO, IL 60616. The Real Property tax identification number is 17-21-323-021& 17-21-323-022

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

Change Interest Rate to 9%.

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



Loan No: 4641005 (Continued) Page 2

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 ACK O'NLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND CRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 4, 2003.

GRANTOR:

ROBERTO LARA, Individually

BERTHA LARA, Individually

LENDER:

Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4641005

Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF Illinois) SS On this day before inc. the undersigned Notary Public, personally appeared ROBERTO LARA and BERTHA LARA, 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 4th day of February, 20 03 Residing at Notary Public in and for the State of "OFFICIAL SEAL 30394982 My commission expires TINA GUTIERREZ NOTARY PUBLIC STATE OF ILLINOIS My Commission Sypires 12/02/2005 LENDER ACKNOWLEDGMENT STATE OF Illinois) SS COUNTY OF ___COOK day of February , 2003 before me, the unus signed Notary On this Public, personally appeared Gloria Cirmendariz and known to me to be the Vice President, 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. Residing at _ Notary Public in and for the State of _ My commission expires _____ TINA GUTIERREZ NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 12/02/2005