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RECORDATION REQUESTED BY: CITIZENS BANK & TRUST CO. OF CHICAGO 5700 N CENTRAL AVE CHICAGO, IL 60646-6530

Doc#: 0335740038 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 12/23/2003 12:17 PM Pg: 1 of 3

WHEN RECORDED MAIL TO: CITIZENS BANK & TRUST CO. OF CHICAGO 5700 N CENTRAL AVE CHICAGO, IL 60646-6530

SEND TAX NOTICES TO: CITIZENS BANK & TRUST CO. OF CHICAGO 5700 N CENTRAL AVE CHICAGO, IL 60646-6530

FOR RECORDER'S USE ONLY

Real Estate Index R1088841

This Modification of Mortgage prepared by:



M. Bley, Loan Operations
Citizens Bank & Trust Co. of Chicago
STOC North Central Avenue
Chicago, IL 60646-6530

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 27, 2003, is made and executed between Carlos A. Vazquez and Ofelia Vazquez, his wife, whose address is 6525 N. Christiana, Lincolnwood, IL. 60712 (referred to below as "Grantor") and CITIZENS BANK & TRUST CO. OF CHICAGO, whose address is 5700 N CENTRAL AVE, CHICAGO, IL. 60646-6530 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 24, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 30, 2003 as document number 0321111282 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 23 AND THE SOUTH 1/2 OF LOT 24 IN BLOCK 1 IN DEVON - MCCORMICK BOULEVARD ADDITION TO ROGER'S PARK IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6525 N. Christiana, Lincolnwood, IL 60712. The Real Property tax identification number is 10-35-417-036-0000

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

Principal increase to \$650,000.00. All other terms and conditions 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

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## MODIFICATION OF MORTGAGE (Continued)

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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 OCTOBER 27, 2003.

**GRANTOR:** 

Carlos A. Vazquez, Individually

Ofelia Vazquez Individually

LENDER:

Authorized Signer

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# MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF	) ) SS ) onally appeared Carlos A. Vazquez and Ofelia who executed the Modification of Mortgage, and
By Anthoula Robbins  Notary Public in and for the State of Ellinois  My commission expires 6/19/2007	"OFFICIAL SEAL" Anthoula Kokalias Notary Public, State of Illinois My Commission Exp. 06/19/2007
LENDER ACKNOWLEDGMENT	
STATE OF <u>allinois</u> COUNTY OF <u>Cook</u> On this <u>277H</u> day of <u>October</u> Public, personally appeared <u>Brant Basem</u>	) ) SS )  , 203 before me, the undersigned Notary and known to me to be to:
acknowledged said instrument to be the free and voluntary act at Lender through its board of directors or otherwise, for the uses are that he or she is authorized to execute this said instrument and Lender.  By Alboula Robalins Robation Robation Research and State of State	nd purposes therein mentioned, and on oath stated
My commission expires 6/19/2007  "OFFICIAL SEAL" Anthoula Kokalias Notary Public, State of Illinois My Commission Exp. 06/19/2007	onthoula Kokalias my Public, State of Illinois mmission Exp. 06/19/2007