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RECORDATION REQUESTED BY: **METROPOLITAN BANK AND** TRUST COMPANY 2201 WEST CERMAK ROAD CHICAGO, IL 60608

WHEN RECORDED MAIL TO: **METROPOLITAN BANK AND** TRUST COMPANY 2201 WEST CERMAK ROAD CHICAGO, IL 60608



Doc#: 0424520222

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds

Date: 09/01/2004 04:20 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

Real Estate Index Z1130307

This Modification of Mortgage prepared by:

MAIL TO:

Vanessa Edwards METROPOLITAN BANK AND TRUST COMPANY 2201 W. Cermak Road Chicago, IL 60608

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 20, 2004, is made and executed between Rafael Guerrero and Angelica Guerrero, his wife, in joint tenancy (referred to below as "Grantor") and METROPOLITAN BANK AND TRUST COMPANY, whose addies is 2201 WEST CERMAK ROAD, CHICAGO, IL 60608 (referred to below as "Lender").

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

Recorded February 23, 2001 as Document Number 0010145353 and Modified and Recorded May 3, 2004 as Document Number 0412440126.

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

Lot 10 in W. L. Dewolf's Subdivision of the West I/2 (except the East 33 Feet thereof) of Plock 2 in Reid's Subdivision of the West I/2 of the Southeast I/4 of Section 27, 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 4379 W. 26th Street, Chicago, IL 60623. The Real Property tax identification number is 16-27-400-001-0000

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

This Mortgage is hereby amended to provide an increase in the principal amount of the Promissory Note from \$278,617.88 to \$286,299.14. Change principal and interest payment from \$3,005.82 to \$2,768.04 starting September 20, 2004.

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

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### MODIFICATION OF MORTGAGE (Continued)

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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 AUGUST 20, 2004.

**GRANTOR:** 

Angelica Guerrero

LENDER:

Of County Clark's Office METROPOLITAN BANK AND TRUST COMPANY

Authorized Signer

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
COUNTY OF	and who executed the Modification of Mortgage, and
	**************************************
LENDER ACKNOWLEGGMENT	
COUNTY OF LOOK	) ss 7
on this25th day of <u>August</u> Public, personally appeared <u>Juan C. Gonzale</u>	
President, authorized agent for the Lender that acknowledged said instrument to be the free and voluntary accender through its board of directors or otherwise, for the uses hat he or she is authorized to execute this said instrument a ender.	t and deed of the said Lender, duly authorized by the and purposes therein mentioned, and on oath stated
lotary Public in and for the State of Illinis	Residing at Chicago, Illinois
ly commission expires5-2-06	"OFFICIAL SEAL" VANESSA EDWARDS Notary Public, State of Illinois My Commission Expires 05 (02 (02

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## MODIFICATION OF MORTGAGE (Continued)

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