

# UNOFFICIAL COPY

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



Doc#: 0428847038  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 10/14/2004 07:57 AM Pg: 1 of 3

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 August 13, 2004, 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 August 13, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED JANUARY 14, 2004 AS DOCUMENT NO. 0401433300 IN THE OFFICE OF THE COOK COUNTY RECORDER.

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 AUGUST 13, 2003, WITH A MATURITY DATE OF AUGUST 13, 2004 IN THE ORIGINAL AMOUNT OF \$73,000.00 FROM EVAS FASHION, INC. an Illinois Corporation AND JOSE L. RIVAS AND EVANGELINA RIVAS TO ALLEGIANCE COMMUNITY BANK IS NOW MODIFIED AS FOLLOWS: THE MATURITY DATE IS EXTENDED TO AUGUST 13, 2005.

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

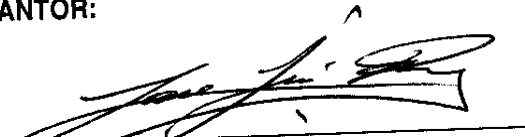
**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

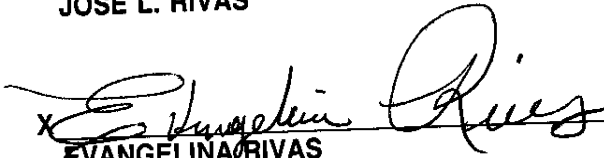
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this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers 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 AUGUST 13, 2004.**

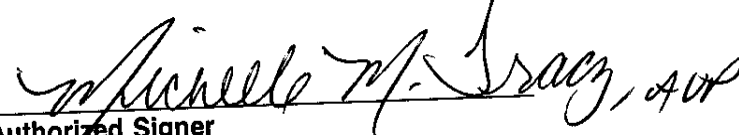
GRANTOR:

X   
JOSE L. RIVAS

X   
EVANGELINA RIVAS

LENDER:

ALLEGIANCE COMMUNITY BANK

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

)  
) SS  
)

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 13th day of August, 2004

By Marilyn T. Carlsson

Residing at \_\_\_\_\_

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

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



### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

)  
) SS  
)

On this 13th day of August, 2004 before me, the undersigned Notary Public, personally appeared Michelle M. Terao 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 Marilyn T. Carlsson

Residing at \_\_\_\_\_

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

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

