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**RECORDATION REQUESTED BY:** 

Park Federal Savings Bank Pulaski Office 5400 South Pulaski Road Chicago, IL 60632

WHEN RECORDED MAIL TO:

Park Federal Savings Bank

**Pulaski Office** 

5400 South Pulaski Road

Chicago, IL 60632



Doc#: 0430812068

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 11/03/2004 10:50 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgaje prepared by:

Nitza Perez, Loan Processor Park Federal Savings Bank 5400 South Pulaski Road Chicago, IL 60632

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 14, 2004, is made and executed between Daniel Muniz, married to Marcela Muniz, whose address is 3317 W. 6511. Place, Chicago, IL 60629 (referred to below as "Grantor") and Park Federal Savings Bank, whose address is 5400 South Pulaski Road, Chicago, IL 60632 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage Jaied December 14, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 12, 1999, in the Cook County Recorder's Office as Document Number 99031621. .

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

LOT 55 AND 56 IN BLOCK 10 IN JOHN F. EBERHART'S SUBDIVISION OF 7HE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3317 W. 65th Place, Chicago, IL 60629. The Real Property tax identification number is 19-23-222-010-0000

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

WHEREAS, the undersigned executed and delivered to the PARK FEDERAL SAVINGS BANK, a Note secured by a mortgage, or other instrument, to said Institution, or for its benefit, recorded in the Recorder's Office of Cook County, Illinois, as Document Number 99031621 dated the 12th day of January, 1999, for an original sum of Ninety Thousand Dollars and 00/100 Cents (\$90,000.00) which provides for additional advances to be secured by said Instrument as a first lien; therefore, it is agreed that an additional advance shall be made upon said Note in the sum of One Thousand Fifty Dollars and 29/100 Cents (\$1,050.29) to be charged to loan account known as Loan Number 0303081307 upon the books of said Institution. It is agreed that the total unpaid balance of said indebtedness at this date is Eighty Two Thousand One Hundred Forty Nine Dollars and 71/100 Cents (\$82,149.71) and that the total

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### **MODIFICATION OF MORTGAGE** (Continued)

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unpaid balance, including this additional advance, wil be Eighty Three Thousand Two Hundred Dollars and 00/100 Cents (\$83,200.00) and that principal and interest payments will be continued at Five Hundred Eighty Four Dollars and 13/100 Cents (\$584.13) beginning November 1, 2004. Future interest upon said entire indebtedness shall be as follows: Five and Three Fourths Percent (5.750%) per annum beginning October 14, 2004. Your term will change to/remain at 240 months to maturity. The remaining principal balance and interest will be due and payable October 1, 2024. All other terms and conditions of the original Note and Mortgage 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 Mortgage (the "Not()") 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.

RELEASE DEED RECORDING FEE. Upon joan payoff, a fee to record the Release Deed Document will be included in the final amount due. The ancorr collected will correspond with the amount charged by the applicable County Recorder's Office at the time of payoff.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF THIS CONTRACTOR OF THE CONTRAC MORTGAGE AND GRANTOR AGREES TO ITS TERMS/ THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 14, 2004.

**GRANTOR:** 

**Daniel Muniz** 

LENDER:

PARK FEDERAL SAVINGS BANK

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# UNOFFICIAL COP MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKN	OWLEDGMENT	
STATE OF #//inois		ACAL CENT
COUNTY OF COOK	) SS Hi Notary PJ My Commis	CIAL SEAL" LDA PENA bio, State of Binois sion Expires 09/28/05 \$
On this day before me, the undersigned Notary Public, pomuniz, to me known to be the individual described in a acknowledged that he or she signed the Modification as he and purposes therein montioned.	and who executed the Modif s or her free and voluntary a	ication of Mortgage, and ct and deed, for the use
Given under my hand and official seal this $-\frac{1470}{1}$	day of October	, 20 <u><i>0</i>4</u>
Given under my hand and official seal this 14th	Residing at Chicago	1
Notary Public in and for the State of #//inois		
My commission expires $\frac{09/38/05}{}$		
C		
	<u>,                                      </u>	
LENDER ACKNO	WI.FDGMENT	
STATE OF Illinois	5/0	
COUNTY OF Cook	) ss /	
On this day of October Description of October October	2004 before me	the undersigned Notar
Public, personally appeared STEVEN J POKATREASURER, authorized agent for the Lender th	and known to	( me to be the
acknowledged said instrument to be the free and voluntar the Lender through its board of directors or otherwise, for stated that he or she is authorized to execute this said instrument.	y act and deed of the said Le the uses and purposes therei	ender, duly authorized by n mentioned, and on oat
of said Lender.	01.	_
Notary Public in and for the State of Illinois	Residing at	igo
Notary Public in and for the State of	(Secondary	recessions
My commission expires /2/5/66	X MAR`	CIAL SEAL" \$ PEL MARCH
	Notary Put	olic, State of Illinois (State of Illinois)

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## MODIFICATION OF MORTGAGE (Continued)

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