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**RECORDATION REQUESTED BY:**

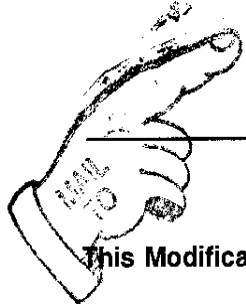
**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



**Doc#:** 0512534005  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 05/05/2005 09:44 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

**MARQUETTE BANK**  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



Property of Cook County Clerk's Office

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**FOR RECORDER'S USE ONLY**

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**This Modification of Mortgage prepared by:**

**Bernice Weathersby, Credit Administration Dept.**  
**Marquette National Bank**  
9612 W. 143rd Street  
Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated March 1, 2005, is made and executed between Francesco Valela and Maria C. Valela, husband and wife, in joint tenancy, whose address is 2812 S. Wallace Street, Chicago, IL 60616 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 15, 1995 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Recorded February 23, 1995 as Document Number 95-127692 in the Office of the Cook County Recorder of Deeds.**

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

Lots 3, 4, 5 and 6 and Private Alley North and adjoining said Lots in Foley's Subdivision of Lot 6 in Block 16 in Mandel and Hyman's Subdivision of the East 1/2 of the Northwest 1/4 and the West 1/2 of the Northeast 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 5808 W. 16th Street, Cicero, IL 60650. The Real Property tax identification number is 16-20-227-037, 16-20-227-044 & 16-20-227-045

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

**This Modification extends the maturity date of the mortgage from March 1, 2005 to March 1, 2025. The remaining balance on the promissory note is \$45,721.45. In addition, the interest rate has been reduced from a fixed rate of 9.75% to 7.25%.**

**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

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yes  
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(Continued)**

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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 MARCH 1, 2005.**

GRANTOR:

x Francesco Valela  
Francesco Valela

x Maria C. Valela  
Maria C. Valela

LENDER:

MARQUETTE BANK

x [Signature]  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )  
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On this day before me, the undersigned Notary Public, personally appeared **Francesco Valela and Maria C. Valela**, 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 18<sup>th</sup> day of April, 2005

By Dawn C Seavey Residing at Midlothian

Notary Public in and for the State of Illinois

My commission expires 6/16/07



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )  
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On this 18<sup>th</sup> day of April, 2005 before me, the undersigned Notary Public, personally appeared Steven P. Beles and known to me to be the Asst. 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.

By Dawn C Seavey Residing at Midlothian

Notary Public in and for the State of Illinois

My commission expires 6/16/07

