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**RECORDATION REQUESTED BY:**

**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

Doc#: 0526215027 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/19/2005 09:35 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**BANCO POPULAR NORTH  
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Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

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**BANCO POPULAR NORTH  
AMERICA**  
Rosemont Headquarters  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Ln#70010003777-79001  
**BANCO POPULAR NORTH AMERICA**  
9600 W. Bryn Mawr  
Rosemont, IL 60018

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated July 19, 2005, is made and executed between Alejandro B. Cabrera and Eva Mari B. Cabrera, married to each other, whose address is 5158 S. Menard Ave., Chicago, IL 60638 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 9600 W. Bryn Mawr, Rosemont, IL 60018 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 7, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated January 07, 2005 and recorded on February 09, 2005 in the Cook County Recorder of Deeds as document no. 0504022236 and 0504022237.

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

LOTS 23 AND 24 IN BLOCK 5 IN CRANE ARCHER AVENUE HOME ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 88 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE CENTER LINE OF ARCHER AVENUE IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5158 S. Menard Ave., Chicago, IL 60638. The Real Property tax identification number is 19-08-403-048-0000.

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

Effective July 19, 2005, the outstanding indebtedness on the existing Mortgage is increased from \$350,000.00 to \$360,000.00. Therefore all references in the loan documents to \$350,000.00 are hereby

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mj  
p4  
BWW

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## MODIFICATION OF MORTGAGE

Loan No: 79001

(Continued)

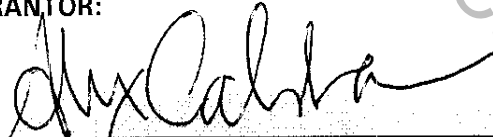
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deleted and inserted in lieu thereof are corresponding references to \$360,000.00. This Mortgage is further being modified to extend the interest only payments for May 7, 2005, June 07, 2005 and July 07, 2005. All other terms and conditions remain 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 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 JULY 19, 2005.**

GRANTOR:

X   
 \_\_\_\_\_  
 Alejandro B. Cabrera

X   
 \_\_\_\_\_  
 Eva Mari B. Cabrera

LENDER:

BANCO POPULAR NORTH AMERICA

X   
 \_\_\_\_\_  
 Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 79001

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Alejandro B. Cabrera** and **Eva Mari B. Cabrera**, 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 30<sup>th</sup> day of August, 2005.

By Maria Rosado Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 01-12-09



### LENDER ACKNOWLEDGMENT

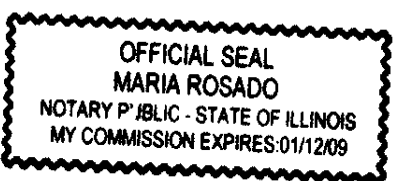
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 30<sup>th</sup> day of August, 2005 before me, the undersigned Notary Public, personally appeared Eva Aquino and known to me to be the 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 Maria Rosado Residing at Chicago, Ill.

Notary Public in and for the State of Illinois

My commission expires 01-12-09



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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 79001

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