

UNOFFICIAL COPY



Doc#: 0531834077 Fee: \$26.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2005 12:44 PM Pg: 1 of 2

DOCUMENT PREPARED BY
AND AFTER RECORDING
TO BE RETURNED TO:

Goldstine, Skrodzki, Russian, Nemec
and Hoff, Ltd.
835 McClintock, Second Floor
Burr Ridge, IL 60527-0860
ATTN: James D. Healy

Address: 1237 Clinton
Berwyn, IL 60402

PIN: 16-19-105-022-0000

(For Recorder's Use Only)

MORTGAGE AND NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, is made this 20th day of September, 2005, by and between Delfina Cervantes ("Mortgagor") who reside at 1237 Clinton, Berwyn, Illinois 60402 ("Property"), and THE CITY OF BERWYN, an Illinois Municipal Corporation, 6700 West 26th Street, Berwyn, Illinois 60402 ("Mortgagee").

WITNESSETH

In consideration of the mutual covenants contained herein, the Mortgagor and Mortgagee agree as follows:

1. Mortgage and Note:

Mortgagor has previously given to Mortgagee a Promissory Note, dated July 25, 2005 ("Note"), and a Mortgage, dated July 25, 2005, and recorded August 5, 2005, as Document No. 0517133093 ("Mortgage"). Both parties warrant they have good right and authority to enter into this Agreement. Mortgagee warrants it is still the owner and holder of the Note and Mortgage. Mortgagor warrants it is still the owner of the Property legally described as follows:

Lot 35 in block 11 in S.E. Gross Park Subdivision of Blocks 7, 10, 11 and 25 of Subdivision of Section 19, Township 39 north, Range 13 east of the Third Principal Meridian, in Cook County, Illinois;

2. Status of Mortgage and Note:

The Mortgage and Note are not in default.

3. Modification:

The initial balance identified in the Note and Mortgage shall be modified from NINE THOUSAND THREE HUNDRED AND no/100 DOLLARS (\$9,300.0) to NINE THOUSAND EIGHT HUNDRED AND no/100 DOLLARS (\$9,800.00).

4. Other Terms:

The lien and operation of the Mortgage shall continue in full force and effect except as modified by this Agreement. All other terms of the Note and Mortgage shall remain unchanged.

UNOFFICIAL COPY


5. **Compliance:**

The Mortgagor covenants and agrees to perform, comply with, and abide by each of the provisions of the Note and Mortgage, and as modified herein.

6. **Agreement Binding:**

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, and assigns of the Mortgagor, and to the successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

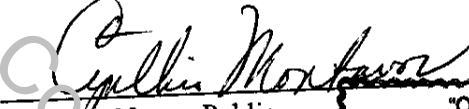


Delfina Cervantes

STATE OF ILLINOIS)
COUNTY OF COOK)

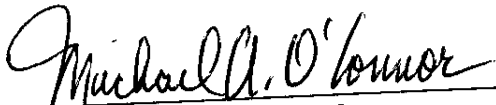
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Delfina Cervantes personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 20th Day of September, 2005

Commission expires
1-21, 2009



Notary Public





Michael A. O'Connor, Mayor

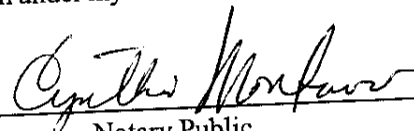


Thomas Pavlik, City Clerk

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. O'Connor, personally known to me to be the Mayor of the City of Berwyn, an Illinois Municipal Corporation, and Thomas Pavlik, personally known to me to be the City Clerk for the City of Berwyn, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of the City of Berwyn, as their free and voluntary act, and as the free and voluntary act of said City of Berwyn for the uses and purposes therein set forth. Given under my hand and official seal this 20th day of September, 2005.

Commission expires
1-21, 2009



Notary Public

