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RECORDATION REQUESTED BY: LASALLE BANK NATIONAL **ASSOCIATION BUSINESS BANKING LOAN** CENTER 135 S LASALLE STREET CHICAGO, IL 60603 7540410982

> LaSalle Bank N.A. 4747 W. Irving Park Rd, 3rd Chicago, U. 60641 Attn: Rita Gornez C74-00

WHEN RECORDED MAIL TO:



0601149225 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/11/2006 03:00 PM Fg: 1 of 4

SEND TAX NOTICES TO: LASALLE BANK NATIONAL **ASSOCIATION BUSINESS BANKING LOAN** 

> CENTER 135 S LASALLE STREET CHICAGO, IL 60603

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

CECILIA CERUA, LOAN CLOSER LASALLE BANK MATIONAL ASSOCIATION 135 S LASALLE STREET CHICAGO, IL 60603

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2005, is made and executed between RANDY J. RAMIREZ AND MICHELLE RAMIREZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP whose address is 13901 BURHAM AVE., CHICAGO, IL 60633 (referred to below as "Grantor") and (ASALLE BANK NATIONAL ASSOCIATION, whose address is 135 S LASALLE STREET, CHICAGO, IL 60603 f. eferred to below as

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2005 (the Wortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE AND ASSINGMENT OF RENTS DATED MAY 11, 200 AND RECORDED ON MAY 26, 2000 AS DOCUMENT NO. 00383824 AND DOCUMENT # 000383825; SAID MORTGAGE WAS MODIFIED BY MODIFICATION OF MORTGAGE RECORDED ON AUGUST 7, 2000 AS DOCUMENT NO. 0599456 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS MADE BY GRANTOR TO LA SALLE NATIONAL

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

THAT PART OF FRACTIONAL SECTION 5, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY CONVEYED BY THE CALUMET AND CHICAGO

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#### MODIFICATION OF MORTGAGE

Page 2 (Continued) Loan No: 61194A

CANAL AND DOCK COMPANY TO THE CHICAGO AND CALUMET TERMINAL RAILROAD BY DEED DATED APRIL 23, 1889 AND RECORDED APRIL 26, 1889 AS DOCUMENT NUMBER 1091958 IN BOOK 2528 PAGE 483 WITH A LINE 21 FEET EAST OF AN PARALLEL TO THE WEST LINE OF SAID SECTION 5; THENCE SOUTH ALONG SAID PARALLEL LINE 237.687 FEET TO THE SOUTH LINE OF 139TH PLACE AS SHOWN BY PLAT RECORDED 1/11/08 AS DOCUMENT NUMBER 4147441 IN BOOK 9400 PAGE 300 (NOW VACATED) EXTENDED WEST THENCE EAST ALONG SAID SOUTH LINE 231.09 FEET TO THE SOUTHWESTERLY LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD RIGHT OF WAY AFORESAID; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 331.51 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY OF THE CHICAGO AND CALUMET TERMINAL RAILROAD WITH A LINE 21 FEET OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 5: THENCE SOUTH ALONG SAID PARALLEL LINE 237.68 FEET TO THE SOUTH LINE OF VACATED 139TH PLACE EXTENDED WEST THENCE EAST ALONG SAID SOUTH LINE 40.49 FEET; THENCE NORTHWESTERLY BY A CURVE CONVEX TO THE NORTHEAST OF 6205.09 FEET RADIUS A DISTANCE OF 209.52 FEET MORE OR LESS TO THE SOUTHWESTERLY LINE OF CHICAGO AND CALUMENT TERMINAL RAPPOAD RIGHT OF WAY AFORESAID; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 40.18 FEET TO THE POINT BEGINNING IN COOK COUNTY, ILLINOIS.

The Real Property or its address is compaonly known as 13901 BURNHAM AVENUE, CHICAGO, IL 60633. The Real Property tax identification number is 30-05-101-003-0000

MODIFICATION. Lender and Grantor hereby riodify the Mortgage as follows:

PROMISSORY NOTE DATED MAY 11, 2010 BY RANDY J. AND MICHELLE M. RAMIREZ "BORROWER" BORROWER HAS REQUESTED AND LENDER HAS AGREED TO INCREASE THE AMOUNT OF THE PROMISSORY NOTE TO \$147,815.15 AND REPUCE INTEREST RATE FROM 9.49% FIXED TO 7.20% FIXED. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING

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, bir di ia, 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 JUNE 15, 2005.

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 61194A **GRANTOR:** LENDER: LASALLE BANK NATIONAL ASSOCIATION Authorized Signer INDIVIDUAL ACKNOWLEDGMENT COUNTY OF COOK On this day before me, the undersigned Notary Public, personally appeared RANDY J. RAMIREZ and MICHELLE RAMIREZ, to me known to be the individuals described in and who executed the Mc diffication of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and ueod, for the uses and purposes therein mentioned. Given under my hand and official seal this Residing at 320Notary Public in and for the State of OFFICIAL SEAL SARA O DEJESUS 4-30-08 My commission expires

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#### MODIFICATION OF MORTGAGE

Page 4 (Continued) Loan No: 61194A LENDER ACKNOWLEDGMENT ) STATE OF \_\_\_\_\_ ) SS ) COUNTY OF day of \_\_\_\_\_, \_\_\_\_ before me, the undersigned Notary \_\_\_\_ and known to me to be the \_ \_\_\_, a's he rized agent for the Lender that executed the within and foregoing instrument and On this \_\_ Public, personally appeared 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 stationized to execute this said instrument and that the seal affixed is the corporate seal of said Vender. Residing at \_\_\_\_\_ 1/qyali Notary Public in and for the State of **OFFIC** YLAYA FAFR WL SEAL My commission expires **NOTARY PUBL** YLAVALI ROSADO J3-01-07 MY COMMIS IF NOTARY PUBLIC - ! TATE OF ILLINOIS MY COMMISSION FAPIPES: 03-01-07 IL C:\APPS\CF\WIN\CF\\LPL\G201.FC TR-25702 PR-58 To Control of the Con LASER PRO Lending, Ver. 5.24.10 002 Copr. Harland Financial Solutions, Inc. 1987, 2005. All Rights Reserved