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**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
COMMERCIAL BANKING  
GROUP  
111 W. WASHINGTON  
CHICAGO, IL 60602

Doc#: 0606220031 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/03/2006 09:02 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Cole Taylor Bank  
Loan Services  
P.O. Box 88452 - Dept A  
Chicago , IL 60680-8452

**SEND TAX NOTICES TO:**

Cesar A. Sanchez  
4814 North Kilpatrick  
Chicago, IL 60630

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

COLE TAYLOR BANK  
COLE TAYLOR BANK  
P.O. BOX 88452 - DEPT. A  
CHICAGO, IL 60680

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 22, 2006 is made and executed between Cesar A. Sanchez (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 W. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 27, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 22, 2005 in the Cook County Recorder's Office as Document Number 0520305402 and an Assignment of Rents dated June 27, 2005 and recorded July 22, 2005 in the Cook County Recorder's Office as Document Number 0520305403.

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

THE EAST 16 2/3 FEET OF LOT 54 AND THE WEST 16 2/3 FEET OF LOT 55 IN BLOCK 8 IN PARK MANOR, A SUBDIVISION OF BLOCKS 8 AND 9 OF FREER'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 319 East 68th Street, Chicago, IL 60637. The Real Property tax identification number is 20-22-310-008-0000.

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

The definition of the Note within the Mortgage is hereby modified to mean the follow:

A Promissory Note dated March 12, 2004, in the original principal amount of \$77,000.00 as modified, extended and/or increased from time to time, and a Promissory Note dated March 12, 2004, in the original principal amount of \$34,000.00, as modified, extended and/or increased from time to time, and a

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Property of Cook County

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 22, 2006.

GRANTOR:

Cesar A. Sanchez

*Cesar Sanchez*

X

LENDER:

COLE TAYLOR BANK

*Blanca Burgos*

Authorized Signer

X

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 endorser, 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.

At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,008,000.00.

promissory Note dated June 27, 2005, in the original principal amount of \$253,000.00 as modified, extended and/or increased from time to time, all from Grantor to Lender, and a Promissory Note dated February 22, 2006, in the original principal amount of \$140,000.00 as modified, extended and/or increased from time to time, all from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note(s) or Agreement(s) not yet paid.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0004

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

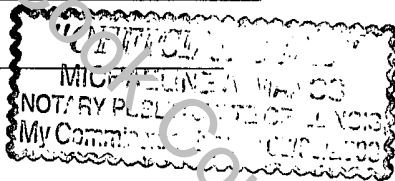
On this day before me, the undersigned Notary Public, personally appeared **Cesar A. Sanchez**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22ND day of FEBRUARY, 2006.

By Michaeline A. Manos Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

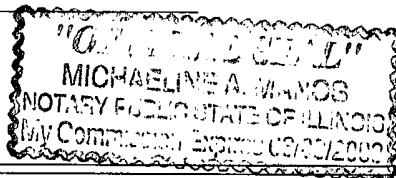
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 22ND day of FEBRUARY, 2006 before me, the undersigned Notary Public, personally appeared DELONDA L. BELANGER and known to me to be the V.P., 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 Michaeline A. Manos Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



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