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FIRST AMENDMENT TO THE MORTGAGE

This instrument prepared by and after recording return to:

Scott A. Sherman
933 W. Van Buren
#714
Chicago, IL 60607



Doc#: 0611835110 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/28/2006 10:19 AM Pg: 1 of 5

THIS FIRST AMENDMENT TO THE MORTGAGE ("*First Amendment*"), made as of December 13, 2005 is made and executed by and between Richard Kasvin (the "*Borrower*") and Wells Fargo Home Mortgage (the "*Lender*").

RECITALS:

A. Borrower has executed and delivered to Lender an Installment Note dated November 1, 2004, in the original principal amount of \$285,000.00 (the "*Note*"). The principal balance of the Note bears interest at the per annum rate of 5.5%. The Note matures on December 1, 2034.

B. The Note is secured by, among other things, a Mortgage given by Borrower to Lender dated as of November 1, 2004, and recorded on November 1, 2004, in the Office of the Recorder of Cook County, Illinois, as Document No. 0432948021 (the "*Original Mortgage*"), covering the land legally described in Exhibit A hereto (the "*Property*");

C. As a condition to entering into the and making the credit accommodations contemplated by the preceding recital, Lender has required, among other things, the execution and delivery of this First Amendment, which amends the Original Mortgage.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. All capitalized terms used and not otherwise defined herein or in the recitals hereto shall have the respective meanings given to such terms in the Original Mortgage.

2. Any phrase or recital contained in the Original Mortgage which contemplates the legal description of the property will delete the reference to parking space commonly known as GU-17 and replace it with a reference to the parking space commonly known as GU-18.

3. All provisions of the Original Mortgage not specifically amended by this First Amendment shall remain in full force and effect. Each and every reference in the Original Mortgage to "this Mortgage" and in all related loan documents to "the Mortgage" shall be deemed hereafter to refer to the Original Mortgage as amended by this First Amendment. Except

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as specifically modified herein, all of the terms and provisions of the Original Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Original Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, Borrower specifically acknowledging the validity and enforceability thereof.

4. Upon due execution, Borrower agrees that Lender shall cause this First Amendment to be promptly placed of record in the Cook County, Illinois land title records. Borrower agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes, reasonable attorneys' fees and expenses.

5. Borrower and Lender agree to execute and deliver, or cause to be executed and delivered, all other instruments, certificates, agreements and consents as each other may reasonably require in order to confirm the terms or realize the purpose of this First Amendment.

6. This First Amendment may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and either party to this First Amendment may execute any such agreement by executing a counterpart of same.

[SIGNATURE PAGE FOLLOWS.]

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The parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Morgagor:

X Richard Kasvin
Richard Kasvin

LENDER:

Anna L. Haughey
Authorized Agent
*Wells Fargo Home Mortgage

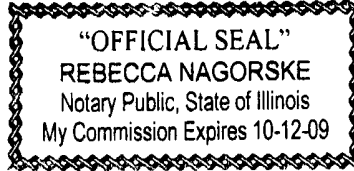
* Wells Fargo Bank, N.A. s/b/m to
Wells Fargo Home Mortgage, Inc.

[ACKNOWLEDGEMENTS PAGE FOLLOWS.]

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

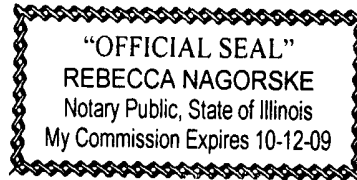


I, Rebecca Nagorske, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT RICHARD KASVIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of December, 2005.

Rebecca Nagorske
Notary Public

My Commission Expires: 10/12/09



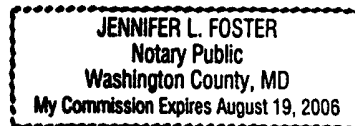
STATE OF MARYLAND)
)
) SS.
COUNTY OF FREDERICK)

I, Jennifer L. Foster, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT AN AUTHORIZED AGENT OF WELLS FARGO HOME MORTGAGE, a division of Wells Fargo Bank, N.A. (chartered in South Dakota), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of March, 2005. GIVEN under my hand and notarial seal this 2nd day of March, 2005.

Jennifer L. Foster
Notary Public

My Commission Expires: 8/19/2006



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Exhibit A

Legal Description

UNITS 409, GU-17 AND SU-6 IN TANDEM LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 3, AND 4 (EXCEPT THE SOUTH 1.17 FEET THEREOF) IN CAROLYN P. CLARK'S SUBDIVISION OF THE SOUTH 177.6 FEET OF THE WEST ½ OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO OF THE SOUTH WEST ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF THE CONDOMINIUM RECORDED AS DOCUMENT NUMBER 99549664 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.