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BANCO POPULAR NORTH
AMERICA

Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018



Doc#: 0613204100 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/12/2006 11:50 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

BANCO POPULAR NORTH
AMERICA

Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018

SEND TAX NOTICES TO:

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#10001744-9001
BANCO POPULAR NORTH AMERICA
9600 W. Bryn Mawr
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2005, is made and executed between Carlos L. Rivera and Gladys Rivera, married to each other, whose address is 5632 W. Henderson, Chicago, IL 60634 (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 June 2, 1993 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated June 02, 1998 and recorded June 10, 1998 in Cook County Recorder of Deeds as Document No. 98488143 and 98488144.

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

LOTS 10 AND 11 IN RESUBDIVISION OF BLOCK 22 IN PENNOCK, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2543-45 N Springfield, Chicago, IL 60647. The Real Property tax identification number is 13-26-317-040, Vol. 355.

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

This Mortgage is being modified as follows: to increase the Principal amount from \$287,729.69 to \$372,729.69. Therefore all references in the loan documents to \$287,729.69 are hereby deleted and inserted in lieu thereof are corresponding references to \$372,729.69; to change the interest rate from a

Box 400-CTCC

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7740301 TRKORZEN/D1

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fixed rate of 7.75% to a fixed rate of 6.75% effective December 01, 2005; to change the payment amount from principal and interest payments of \$2,484.93 plus escrow to principal and interest payments of \$2,598.31 plus escrow effective with the payment due January 01, 2006 and to extend the maturity date from February 01, 2009 to December 01, 2010. 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 DECEMBER 1, 2005.

GRANTOR:

x *Carlos Rivera*
Carlos L. Rivera

x *Gladys Rivera*
Gladys Rivera

LENDER:**BANCO POPULAR NORTH AMERICA**

x *Emmitt Vega*
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

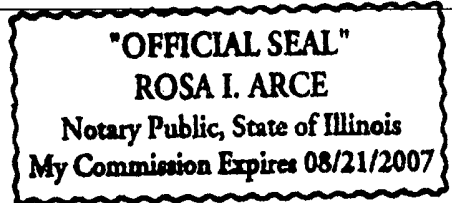
On this day before me, the undersigned Notary Public, personally appeared **Carlos L. Rivera and Gladys Rivera**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of December, 2005.

By Rosa I Arce Residing at _____

Notary Public in and for the State of Illinois

My commission expires 8/21/07



LENDER ACKNOWLEDGMENT

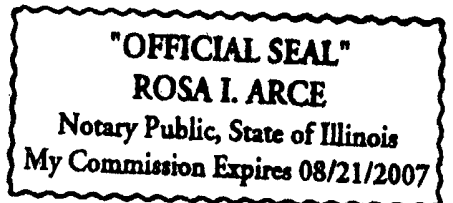
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 2nd day of December, 2005 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Rosa I Arce Residing at _____

Notary Public in and for the State of Illinois

My commission expires 8/21/07



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**MODIFICATION OF MORTGAGE
(Continued)**

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