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RECORDATION REQUESTED BY:
METROPOLITAN BANK AND
TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

WHEN RECORDED MAIL TO:
METROPOLITAN BANK AND
TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608



Doc#: 0702554148 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 01/25/2007 11:59 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Trisha Kruml
METROPOLITAN BANK AND TRUST COMPANY
2201 WEST CERMAK ROAD
CHICAGO, IL 60608

PRAIRIE TITLE INC. 6821 NORTH AVENUE OAK PARK, IL 60302

TS-0610-1861

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 7, 2006, is made and executed between Salvador Esparza and Sylvia Barrera De Esparza, As Joint Tenaris (referred to below as "Grantor") and METROPOLITAN BANK AND TRUST COMPANY, whose address is 2201 WEST CERMAK ROAD, CHICAGO, IL 60608 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 12, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded November 20, 2003 as Document No. 0332447048.

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

Lot 12 in A.B. Smith's Subdivision of Block 7 in Walsh and Mc Mullen's Subdivision of the Scuth 3/4 of the South East 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1807 S. Carpenter, Chicago, IL 60608. The Real Property tax identification number is 17-20-410-003-0000.

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

(1) The Mortgage is hereby amended to provide an increase in the principal amount of the Promissory Note from \$250,000.00 to \$255,955.36 which increases the current principal balance from \$168,518.81 to \$174,474.17; (2) Change monthly principal & interest payment to \$1,463.79 beginning with payment due December 12, 2006; (3) Change interest rate to 8.00% from 7.50%.

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

#### (Continued) MODIFICATION OF MORTGAGE

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released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the

MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF actions.

:ROTNARD

DECEMBER 7, 2006

**LENDER** 

Sylvia Barrera Esparza

DOOP COUL METROPOLITAN BANK AND TRUST COMPANY

トゲストレンスト リーン・リーン・リー・アメント Authorized Signer リー・

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# MODIFICATION OF MORTGAGE (Continued)

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| INDIVIDUAL ACK   | MOWLEDGINE                                 | NI   |
| STATE OF   | )<br>) SS                                  | "OFFICIAL SEAL" ANA L. GARCIA Notary Public, State of Illinois   |
| COUNTY OF COOK   | )  | My Commission Expires 11/29/08   |
| On this day before me, the undersigned Notary Public, Barrera Esparza, to me known to be the individuals descrand acknowledged that they signed the Modification as the purposes therein mentioned.  Given under my hand and official seal this  | ribed in and who ex<br>neir free and volun | recuted the Modification of Mortgage,  |
| Notary Public in and for the State of  | Residing at                                | Thicago, Illinois  |
| My commission expires $\frac{11/29/08}{}$  |  |  |
| LENDER ACKN  | OWLECGMENT                                 | Г  |
| STATE OF Things  COUNTY OF COOK  | )<br>) SS<br>)                             | "OFFICIAL SEAL" ANA L. GARCIA Notary Public, State of Illinois My Commission Expires 11/29/08                    |
| On this  | and  | efore me, the undersigned Notary known to me to be the Vice  |
| authorized agent for the Lender that acknowledged said instrument to be the free and voluntary Lender through its board of directors or otherwise, for the us that he of she is authorized to execute this said instrumen Lender.  By  Lender  By  Len | act and deed of the<br>ses and purposes th | e said Lender, duly authorized by the nerein mentioned, and on oath stated affixed is the corporate seal of said |
| Notary Public in and for the State of  |  | <i>O</i> .   |
| My commission expires 11/29/08   |  |  |

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## MODIFICATION OF MORTGAGE (Continued)

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