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Doc#: 0715008184 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 05/30/2007 02:55 PM Pg: 1 of 3

WHEN RECORDED MAIL TO: CITIZENS BANK & TRUST CO. OF CHICAGO 5700 N CENTRAL AVE CHICAGO, IL 60646-6530

FUR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

RIITIIZY

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 11, 2007, is made and executed between GEORGE HAGOPIAN (referred to below as "Grantor") and CITIZENS BANK & TRUST CO. OF CHICAGO, whose address is 5700 N CENTRAL AVE, CHICAGO, IL 60646-6530 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 10, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE DATED SEPTEMBER 6, 2005 RECORDED ON DECEMBER 6, 2005 DOCUMENT #0534004013 AND MODIFICATION DATED SEPTEMBER 10, 2005 RECORDED DCTOBER 10/21/05 DOCUMENT #0529433072.

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

THE EAST 1/2 OF THE SOUTH 108 FEET OF THE WEST 100 FEET OF LOT 13 IN BUTLER'S RESUBDIVISION OF LOT 3 IN KAY'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 4, TOWHSIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5326 West Ardmore, Chicago, IL 60646. The Real Property tax identification number is 13-04-305-094-0000.

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

INCREASE PRINCIPAL FROM \$50,000.00 TO \$65,000.00.

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,

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### MODIFICATION OF MORTGAGE

Loan No: 100007541 (Continued) Page 2

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 Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and subsequent actions. effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 11, 2007.

JUNIA CIGATIO

**GRANTOR:** 

GEORGE HAGOPIAN JA

LENDER:

CITIZENS BANK & TRUST CO. OF CHICAGO

Authorized Signer

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### MODIFICATION OF MORTGAGE

(Continued) Loan No: 100007541 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF ) SS On this day before me, the undersigned Notary Public, personally appeared GEORGE HAGOPIAN JR, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the ivocification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. 11th \_\_ day of \_ Given under my hand and official seal this Residing at Notary Public in and for the State of My commission expires My Commission Expires 5/25/07 LENDER ACKNOWLEDGMENT ) SS before me, the undersigned Notary On this \_ Public, personally appeared Onca and known to me to be the resident, 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. Mutine Anyelow Residing at \_\_\_\_ My commission expires

> NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 5/25/07