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Prepared By:  
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Martin & Karcazes, Ltd.  
161 N. Clark - #550  
Chicago, Illinois 60601



Doc#: 0724054084 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/28/2007 11:07 AM Pg: 1 of 3

Mail to:  
Plaza Bank  
7460 W. Irving Park Road  
Norridge, Illinois 60706

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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is made as of this 5<sup>th</sup> day of July, 2007 by and among ANTONIO LOPEZ (hereinafter called "Borrower") and PLAZA BANK, an Illinois banking corporation, with an office at 7460 W. Irving Park Road, Norridge, Illinois 60706 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On July 5, 2005, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of TWO HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND 00/100 (\$242,500.00) DOLLARS (hereinafter called "Note-A") and a Promissory Note in the principal amount of ONE HUNDRED NINETY FOUR THOUSAND AND 00/100 (\$194,000.00) DOLLARS (hereinafter called "Note-B").

B. Borrower secured the obligations under Note-A by granting to Lender a certain mortgage (hereinafter called "First Mortgage") and the obligations under Note-B by granting to Lender a certain junior mortgage (hereinafter called the "Second Mortgage") each dated July 5, 2005, and recorded as Document Nos. 00520002280 and 00520002282, respectively, with the Recorder of Deeds of Cook County, Illinois, covering the real property commonly known as **8333-37 S. Pulaski, Rd., Chicago, Illinois** and legally described as follows (hereinafter called the "Mortgaged Premises"):

LOTS 19, 20 AND 21 IN BLOCK 3 IN WALLACE G. CLARK AND COMPANY'S FOURTH ADDITION TO CLARKDALE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-35-305-001  
19-35-305-002  
19-35-305-003

PRAIRIE TITLE  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

Accom

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C. Borrower and Lender have agreed to certain changes in Note-A and Note-B as evidenced, respectively, by a Change in Terms Agreement and Promissory Note in the principal amount of \$225,696.33 (the "Renewal Note-B"), both of even date herewith.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree to the following:

1. The Maturity Date of Note-A shall be changed from July 5, 2025 to July 15, 2009.
2. The Maturity Date of Note-B shall be changed from January 5, 2007 to July 15, 2009 as set forth in the Renewal Note-B.
3. Borrower shall receive an advance in the amount of \$31,713.90 (the "Advance") and the principal amount of Note-B shall be increased from \$194,000.00 to \$225,696.33 as set forth in the Renewal Note-B. The Advance shall be applied to retire certain obligations of Borrower owed to Lender.
4. The amount secured by the Second Mortgage shall be increased from \$194,000.00 to \$225,696.33.
5. Upon execution of this agreement Borrower shall reimburse Lender for an appraisal fee of \$1,500.00, its attorneys' fees of \$500.00 and any recording or title fees incurred in connection with this agreement.
6. All other terms and conditions of Note-A and the Renewal Note-B shall remain in full force and effect.

In consideration of the renewal and modification of the terms of the notes and mortgages as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by Note-A and the Renewal Note-B and secured by the First Mortgage and Second Mortgage as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the liens of the First Mortgage and the Second Mortgage are valid and subsisting first and second liens on the Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair Note-A and the Renewal Note-B and the First Mortgage and the Second Mortgage identified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of all other instruments and documents executed in connection with the

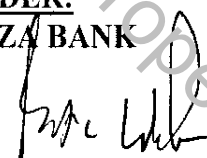
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subject loans shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

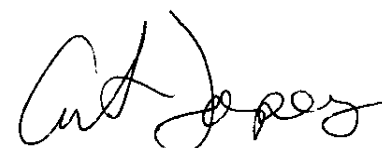
The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

**LENDER:**  
**PLAZA BANK**

By:   
\_\_\_\_\_

**BORROWER:**

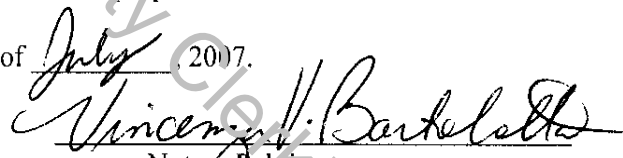
  
\_\_\_\_\_  
**Antonio Lopez**

State of Illinois )  
                              ) ss.  
County of Cook     )

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that **ANTONIO LOPEZ**, and 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 the 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 5<sup>th</sup> day of July, 2007.

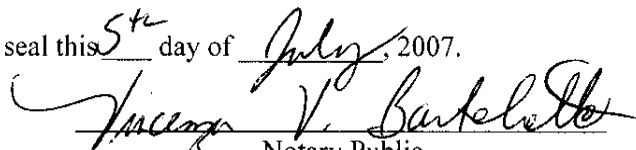


  
\_\_\_\_\_  
Notary Public

State of Illinois )  
                              ) ss.  
County of Cook     )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that on this day personally appeared before me, Robert C. Warshaw, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the \_\_\_\_\_ President of PLAZA BANK and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed, and as the free and voluntary act of said company, for the uses and purposes set forth.

Given under my hand and notarial seal this 5<sup>th</sup> day of July, 2007.

  
\_\_\_\_\_  
Notary Public

