

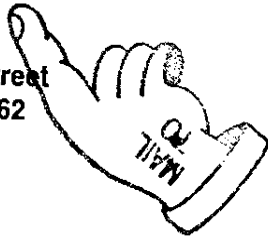


0730217094

RECORDATION REQUESTED BY:  
MARQUETTE BANK  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462

Doc#: 0730217094 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/29/2007 10:59 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
MARQUETTE BANK  
Corporate Center  
10000 West 151st Street  
Orland Park, IL 60462



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
K. Hamb, Credit Administration Dept.  
MARQUETTE BANK  
10000 West 151st Street  
Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 10, 2007, is made and executed between Efen Gonzalez Jr. and Josephine M. Gonzalez, his wife, as joint tenants, whose address is 9640 S. Merrimac, Oak Lawn, IL 60453 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 30, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded as Document Number 0712833151 in the Office of the Cook County Recorder of Deeds dated May 8, 2007.

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

Lots 14 and 15 in Block 1 in First Addition to H.O. Stone and Company's 95th Street Columbus Manor, being a Subdivision of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 9640 S. Merrimac, Oak Lawn, IL 60453. The Real Property tax identification number is 24-08-110-034-0000 and 24-08-110-035-0000.

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

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$766,000.00.

This Modification increases the amount of the Promissory Note referenced in the original mortgage from \$353,840.00 to \$383,000.00.

**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

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M4  
P4  
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(Continued)**

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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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 10, 2007.

GRANTOR:

X Efren Gonzalez  
Efren Gonzalez

X Josephine M. Gonzalez  
Josephine M. Gonzalez

LENDER:

MARQUETTE BANK

X John P. Baker V.P.  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 COUNTY OF Cook ) SS  
 )

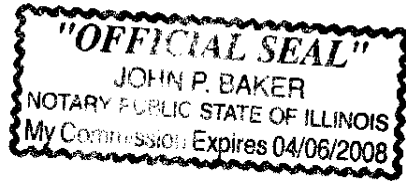
On this day before me, the undersigned Notary Public, personally appeared **Efren Gonzalez and Josephine M. Gonzalez**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and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

Given under my hand and official seal this 10<sup>th</sup> day of October, 20 07

By John P. Baker Residing at 10000 W. 15<sup>th</sup> St. Downers Grove

Notary Public in and for the State of ILLINOIS

My commission expires 4-6-08



### LENDER ACKNOWLEDGMENT

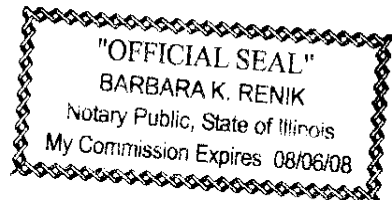
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 10<sup>th</sup> day of October, 2007 before me, the undersigned Notary Public, personally appeared Jack Baker and known to me to be the VP, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE BANK** 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 in fact executed this said instrument on behalf of **MARQUETTE BANK**.

By Barbara K. Renik Residing at Marquette Bank

Notary Public in and for the State of Illinois

My commission expires 8/6/08



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## MODIFICATION OF MORTGAGE (Continued)

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