### **UNOFFICIAL COPY**

**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#: 0734654136 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/12/2007 12:52 PM Pg: 1 of 4

SEND TAX NOTICES TO:

Nick Mendoza, Jr Kathleen Mendoas 1261 West Victoria Street Chicago, IL 60660

FOR RECORDER'S USE ONLY

PRAIRIE TITLE

6821 W. NORTH AVE

This Modification of Mortgage prepared by: Sandra A. Sarelli METROPOLITAN BANK AND TRUST COMPANY 2201 WEST CERMAK ROAD CHICAGO, IL 60608

OAK PARK II 60000

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 24, 2007, is made and executed between Nick Mendoza, Jr. and Kathleen Mendoza, husband and wife (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 March 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 12, 2005 as Document Number 0510242174.

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

LOTS 1 AND 2 IN BLOCK 6 IN CAIRNDUFF'S ADDITION TO EDGEWATER, BEING A SUBLIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1283 West Victoria Street, Chicago, IL 60660. The Real Property tax identification number is 14-05-318-001-0000, 14-05-318-002-0000.

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

(1) Increase Note amount to \$1,020,725.00; (2) Change monthly payment to interest only, effective with July 10, 2007 payment; (3) Change monthly payment to principal and interest in the amount of \$7,456.59, effective with January 10, 2008 payment; and (4) All other terms of original documentation remain in full force and effect.

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



#### (Continued) MODIFICATION OF MORTGAGE

Loan No: 11323763

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actions. 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 performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in Consent by Lender to this Modification does not waive Lender's right to require strict respective terms.

JUNE 24, 2007. MORTGAGE AND CRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED GRANTOR ACTION OF THIS MODIFICATION OF

:ЯОТИАЯЭ

**TENDEB**:

Property ox County МЕТЯОРОLITAN BANK AND ТRUST COMPANY

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11323763 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF ) SS **COUNTY OF** On this day before the undersigned Notary Public, personally appeared Nick Mendoza, Jr. and Kathleen Mendoza, 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 day of Bγ Residing at Notary Public in and for the State of OFFICIAL SEAL SANDRA A. SARELLI My commission expires Notary Public, State of Illinois My Commission Expires 01/18/11 LENDER ACKNOWLEDGMENT STATE OF **COUNTY OF** On this 0/ before me, the undersigned Notary Public, personally appeared Juan C. Gonzalez 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. Βv Residing at llinois Notary Public in and for the State of My commission expires "OFFICIAL SEAL SAN RA A. SARELLI Notery Public, State of Illinois My Commission Expires 01/18/11

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MODIFICATION OF MORTGAGE (Continued)

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