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RECORDATION REQUESTED BY:

**BANCO POPULAR NORTH
AMERICA**
Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018



Doc#: 0803139144 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/31/2008 11:32 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

**BANCO POPULAR NORTH
AMERICA**
Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018

SEND TAX NOTICES TO:

**BANCO POPULAR NORTH
AMERICA**
Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Banco Popular North America (Box 22), Brian Dittman Ln # XXX1XX10353-10101
BANCO POPULAR NORTH AMERICA
9600 W. Bryn Mawr
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 25, 2008, is made and executed between Victor Martinez and Alicia Martinez, married to each other, whose address is 16 W. 631 Marybeth Ct., Hinsdale, IL 60521 (referred to below as "Grantor") and **BANCO POPULAR NORTH AMERICA**, whose address is 9600 W. Bryn Mawr, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated October 16, 2006 and recorded in the office of the Cook County Recorder on October 20, 2006 as Document Numbers 0629322069 and 0629322070.

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

LOTS 15 THROUGH 18 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22) AND THAT PART OF LOTS 19 AND 20 LYING WEST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SECTION 22, ALL IN BLOCK 1 OF VINCENT GUARNOS MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6840 S. Pulaski Rd., Chicago, IL 60629. The Real Property tax identification number is 19-22-415-035, 036, 037, 038, 039 and 040.

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

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4pgs

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MODIFICATION OF MORTGAGE

Loan No: 10101

(Continued)

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Effective January 25, 2008, the outstanding indebtedness on the existing Note and Mortgage is increased from \$300,000.00 to \$488,815.00. Therefore, all references in the loan documents to \$300,000.00 are hereby deleted and inserted in lieu thereof are corresponding references to \$488,815.00. Also effective January 25, 2008, the Note and Mortgage are being further modified and converted from a revolving Line of Credit to a term note and mortgage. Therefore, all references in the loan documents to a Line of Credit are hereby deleted and the Note and Mortgage shall hereinafter be construed as a term note and mortgage, with payments as set forth therein. The Line of Credit shall be capped at the new current balance of \$488,815.00 and Borrower shall not have the ability to re-borrow. All other terms and conditions remain the same.

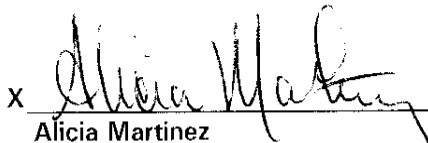
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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, makers and endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 25, 2008.

GRANTOR:

X 


 Victor Martinez

X 

 Alicia Martinez

LENDER:

BANCO POPULAR NORTH AMERICA

X 

 Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 10101

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

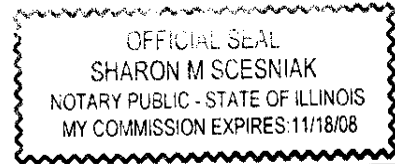
On this day before me, the undersigned Notary Public, personally appeared **Victor Martinez**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of Jan, 2008.

By Sharon M. Scesniak Residing at Rosmont

Notary Public in and for the State of IL

My commission expires 11-18-08



INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

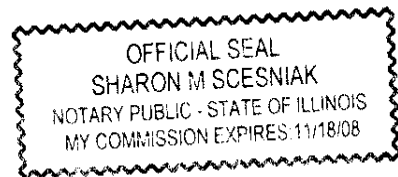
On this day before me, the undersigned Notary Public, personally appeared **Alicia Martinez, married to each other**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of Jan, 2008.

By Sharon M. Scesniak Residing at Rosmont

Notary Public in and for the State of IL

My commission expires 11-18-08



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 10101

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 28th day of Jan. before me, the undersigned Notary Public, personally appeared Robert C. Lee and known to me to be the V.P., authorized agent for **BANCO POPULAR NORTH AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANCO POPULAR NORTH AMERICA**, duly authorized by **BANCO POPULAR NORTH AMERICA** 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 **BANCO POPULAR NORTH AMERICA**.

By Sharon M. Scesniak Residing at Rosemont
 Notary Public in and for the State of IL
 My commission expires 11-18-08



Cook County Clerk's Office