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**BANCO POPULAR NORTH
AMERICA**

Rosemont Headquarters
9600 W. Bryn Mawr
Rosemont, IL 60018



Doc#: 0804405308 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/13/2008 03:53 PM Pg: 1 of 3

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:

Shelly Laurent-Loan Processor, XXXX4812-3002

BANCO POPULAR NORTH AMERICA

9600 W. Bryn Mawr
Rosemont, IL 60018

FIRST AMERICAN TITLE

ORDER # 1245264 2 ✓

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 30, 2008, is made and executed between Agueda B. Alvarado, a married woman, whose address is 505 N. Lake Shore Drive, Chicago, IL 60611 and Ernest B. Alvarado, whose address is 9310 S. Winchester, Chicago, IL 60620 (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 November 4, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated November 4, 2005 and recorded December 15, 2005 in the Cook County Recorder of Deeds Office in Cook County Illinois as recording number 0534926103.

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

LOT 3 IN BLOCK 7 IN WINSLOW AND JACOBSON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1252 N. Artesian, Chicago, IL 60622. The Real Property tax identification number is 16-01-228-020-0000.

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

This Mortgage is being modified to increase the Mortgage from \$440,000.00 to \$468,518.63. This Mortgage is further being modified to add Ernest B. Alvarado as Grantor.

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 9002


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Ernest B. Alvarado shall, upon the execution of this Agreement, become liable for the repayment of the full amount due under the Note, including the Current Balance. The assumption contained above shall make Ernest B. Alvarado directly and fully responsible for the performance of all such obligations to the extent as if Ernest B. Alvarado had herself executed the Note and each and every of the other Loan Documents. By executing this Agreement, Ernest B. Alvarado hereby affirms and makes each of the agreements, obligations, representations, warranties and covenants contained in the Loan Documents as of the date hereof.

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 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.

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 30, 2008.

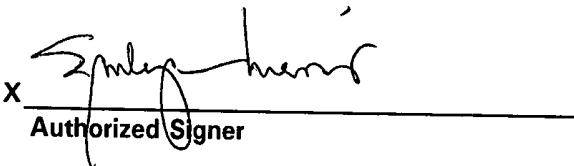
GRANTOR:

X 
Agueda B. Alvarado

X 
Ernest B. Alvarado

LENDER:

BANCO POPULAR NORTH AMERICA

X 
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 9002

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF COOK)

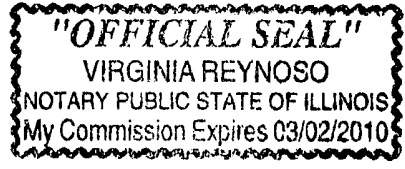
On this day before me, the undersigned Notary Public, personally appeared **Agueda B. Alvarado and Ernest B. Alvarado**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and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

Given under my hand and official seal this 5th day of February, 2008.

By Virginia Alvarado Residing at Rosemont, IL

Notary Public in and for the State of IL

My commission expires 3/2/2010



LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF COOK)

On this 5th day of February, 2008 before me, the undersigned Notary Public, personally appeared Evelyn Nieves and known to me to be the Assistant Vice President, 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 Virginia Alvarado Residing at Rosemont, IL

Notary Public in and for the State of IL

My commission expires 3/2/2010

