### **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

Great Lakes Bank, NA **BLUE ISLAND BRANCH** 13057 S WESTERN AVE **BLUE ISLAND, IL 60406** 

WHEN RECORDED MAIL TO:

**BLUE ISLAND, IL 60406** 

0805304121 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 02/22/2008 10:35 AM Pg: 1 of 4

Great Lakes Bank, NA **BLUE ISLAND BRANCH** 13057 S WESTERN AVE

SEND TAX NOTICES TO:

Great Lakes Bank, NA BLUE ISLAND BRANCH 13057 S WESTERN AVE **BLUE ISLAND, IL 60406** 

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by. BONNIE GARZA, LOAN OPERATIONS SPECIALIST Great Lakes Bank, NA 13057 S WESTERN AVE **BLUE ISLAND, IL 60406** 

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2008, is risde and executed between GASPAR DIAZ and RAMONA DIAZ, HUSBAND AND WIFE whose address is 12624 WESTERN, BLUE ISLAND, IL 60406-2221 (referred to below as "Grantor") and Great Lakes Bank NA, whose address is 13057 S WESTERN AVE, BLUE ISLAND, IL 60406 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 01-14-2003 AS DOCUMENT NUMBERS 0030058989 AND 0030058990 N THE OFFICE OF THE COOK COUNTY RECORDER.

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

LOT 6 IN THE SUBDIVISION OF BLOCK 9 (EXCEPT THE WEST 50 FEET OF THE SOUTH 122.3 FEET THEREOF), IN YOUNG'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, 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 12822-12824 S, WESTERN AVE, BLUE ISLAND, IL 60406. The Real Property tax identification number is 24-36-209-028-0000.

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

CHANGE BORROWERS ADDRESS TO 12824 WESTERN AVE, BLUE ISLAND, IL 60406

CHANGE LIEN AMOUNT TO \$141,759.63

THE MATURITY DATE IN THE MORTGAGE IS BEING DELETED.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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#### MODIFICATION OF MORTGAGE

Loan No: 20023465 (Continued) Pag

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.

TAX AND INSURANCE RESERVES.. Borrower agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Borrower shall further pay a monthly pro-rata share of all assessments and other charges which have against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes. insurance premiums, assessments and other charges, Borrower shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Note is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Borrower in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the light to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and pair shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower snall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is herby authorized to withdraw and apply such amounts on the Indebtedness upon incocurrence of an event of default as described below.

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 1, 2008.

**GRANTOR:** 

CASPAR DIAZ

RAMONA DIAZ

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## UNOFFICIAL COP MODIFICATION OF MORTGAGE (Continued)

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LENDER:	
GREAT LAKES BANK, NA	
Authorized Signer	
INDIVIDUAL ACKNO	DWLEDGMENT
STATE OF Jelensis	) ) SS
On this day before me, the undersigned Notary Public, person me known to be the individuals described in and who execut that they signed the Modification as their free and voluntary mentioned.	ed the Modification of Mortgage, and acknowledged
Given under my hand and official seal this // ±t.	dry of February, 20 08
By Calkbeallaton.	Residing at Slue Island
Notary Public in and for the State of	Caulting of the Minor Noting Price Seat to Minor My Contraction 15th the 104/01/2009

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# UNOFFICIAL COI MODIFICATION OF MORTGAGE (Continued)

Loan No: 20023465

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LENDER ACKNO	WLEDGMENT
r	
STATE OF Illensis	)
<i>d</i>	) SS
COUNTY OF	)
Public, personally appeared, authorized agent for Great Lakes Bank, NA thacknowledged said instrument to be the free and voluntary act by Great Lakes Bank, NA through its board of directors or ot and on oath stated that he of she is authorized to execute instrument on behalf of Great Lakes Bank, NA.	herwise, for the uses and purposes therein mentioned,
My commission expires	Official Soci Cathleen S Union Notary Public State of Illinois My Commission Fig. 22 02/01/2009

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