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Doc#: 0819322024 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/11/2008 09:50 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Bank of America Consumer  
Collateral Tracking  
FL9-700-04-12  
9000 Southside Blvd, Bldg.  
700  
Jacksonville, FL 32256

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

DAVID B KAMPMAN  
Bank of America, N.A.  
FL2-002-01-02 6700 LAKEVIEW CENTER DR  
TAMPA, FL 33619-0000

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 14, 2008, is made and executed between STEVEN C. LOPEZ AND JULIE K. LOPEZ, MARRIED TO EACH OTHER, NOT AS JOINT TENANTS, NOT AS TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY (referred to below as "Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 18, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

06/28/2005      DOCUMENT NUMBER 0517919049.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2054 N WOLCOTT AVE, CHICAGO, IL 60614-3917. The Real Property tax identification number is 14-31-214-051-0000.

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

**THE AMOUNT SECURED BY THE MORTGAGE IS INCREASED FROM \$157,500 TO \$250,000. THE MATURITY DATE OF THE MORTGAGE IS MODIFIED TO 01/14/2033.**

**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

54.50

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

Loan No: 68951001553199

(Continued)

Page 2

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.

**MISCELLANEOUS**. The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supercede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or Deed of Trust or Deed of Trust Modification. **Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.**

**NONTITLED SPOUSES AND NON-BORROWER GRANTORS.** Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

**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 14,**

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## MODIFICATION OF MORTGAGE

Loan No: 68951001553199

(Continued)

Page 3

2008.

GRANTOR:

X *Steven C. Lopez*  
STEVEN C. LOPEZ

X *Julie K. Lopez*  
JULIE K. LOPEZ

LENDER:

BANK OF AMERICA, N.A.

X *[Signature]*  
Authorized Signer



### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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) SS  
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On this day before me, the undersigned Notary Public, personally appeared **STEVEN C. LOPEZ and JULIE K. LOPEZ**, 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 14TH day of JANUARY, 20 08.

By DAVID PIRO Residing at 231 S LASALLE CHICAGO, IL 60601

Notary Public in and for the State of ILLINOIS

My commission expires 2/13/2011

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## MODIFICATION OF MORTGAGE

Loan No: 68951001553199

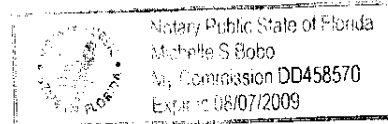
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Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Florida

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COUNTY OF Hillsborough

On this 11<sup>th</sup> day of January, 2008 before me, the undersigned Notary Public, personally appeared David B Kampman 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.

By Michelle S Bobo

Residing at 12425 LeAnne Dr  
Dade City, FL 33525

Notary Public in and for the State of Florida

My commission expires 08/07/2009

PROPERTY OF COUNTY CLERK'S OFFICE

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## Exhibit A (Legal Description)

### PARCEL 1:

THAT PART OF LOT 1 IN BLOCK 40 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 36.80 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 28.67 FEET; THENCE EASTERLY OF AND ALONG THE CENTER OF A PARTY WALL, TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT BEING 65.63 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 28.76 FEET; THENCE WEST TO AND ALONG THE CENTER OF A PARTY WALL, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF LOT 1 IN BLOCK 40 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 106.67 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 8.75 FEET; THENCE EASTERLY TO AND ALONG THE CENTER OF A PARTY WALL, TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT BEING 115.64 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 8.78 FEET; THENCE WEST TO AND ALONG THE CENTER OF A PARTY WALL, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Being that parcel of land conveyed to Steven C. Lopez and Julie K. Lopez, husband and wife, not as joint tenants, not as tenants in common but as tenants by the entirety from Stephen T. Dickerhofe and Sandra L. Ernst, n/k/a Sandra L. Dickerhofe, husband and wife by that deed dated 05/08/2002 and recorded 05/21/2002 in Instrument No. 0020579143 of the Cook County, IL Public Registry.

Tax Map Reference: 14-31-214-051-0000