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RECORDATION REQUESTED BY:

Inland Bank and Trust
5456 S. LaGrange
Countryside, IL 60525

Doc#: 0830326023 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2008 08:55 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Inland Bank and Trust
5456 S. LaGrange
Countryside, IL 60525

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Marge Pozzie, Loan Administrator
Inland Bank and Trust
5456 S. LAGRANGE RD
COUNTRYSIDE, IL 60525

FIRST AMERICAN TITLE
ORDER # 03-053328

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2008, is made and executed between Alberto Melgoza, whose address is 4323 West School, Chicago, IL 60641 and Silvia Melgoza, whose address is 4323 West School, Chicago, IL 60641; as Joint Tenants (referred to below as "Grantor") and Inland Bank and Trust, whose address is 5456 S. LaGrange, Countryside, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 30, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 6, 2003 as document #0327903157.

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

Lot 39 in William A. Bond and company's Subdivision of Lot 6 in Warner's Subdivision of that part North of Milwaukee Avenue of the Southeast 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 3405 N. Milwaukee Avenue, Chicago, IL 60641. The Real Property tax identification number is 13-22-417-005-0000.

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

Extend maturity date to September 30, 2013, decrease loan amount to \$241,188.00, change interest rate to 6.5 %, change monthly payment to \$1,642.55.

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

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MODIFICATION OF MORTGAGE

Loan No: 237400

(Continued)

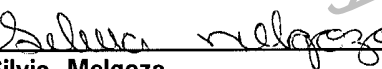
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by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the 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 SEPTEMBER 30, 2008.


GRANTOR:

X  _____
Alberto Melgoza

X  _____
Silvia Melgoza

LENDER:

INLAND BANK AND TRUST

X  _____
Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 237400

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

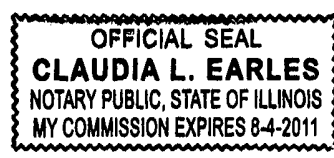
On this day before me, the undersigned Notary Public, personally appeared **Alberto Melgoza and Silvia Melgoza, as Joint Tenants**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary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

Given under my hand and official seal this 30th day of Sept, 2008.

By Claudia L. Earles Residing at _____

Notary Public in and for the State of Ill.

My commission expires 8-4-11



LENDER ACKNOWLEDGMENT

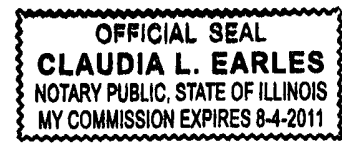
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 30th day of Sept, 2008 before me, the undersigned Notary Public, personally appeared Michael Forsythe, Jr. and known to me to be the AVP, authorized agent for **Inland Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Inland Bank and Trust**, duly authorized by **Inland Bank and Trust** 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 **Inland Bank and Trust**.

By Claudia L. Earles Residing at _____

Notary Public in and for the State of Ill.

My commission expires 8-4-11



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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 237400

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