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RECORDATION REQUESTED BY:

Marquette Bank
Orland Branch - 143rd
9612 W. 143rd Street
Orland Park, IL 60462



Doc#: 0832457058 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/19/2008 01:35 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Marquette Bank
Orland Branch - 143rd
9612 W. 143rd Street
Orland Park, IL 60462

SEND TAX NOTICES TO:

Marquette Bank
Orland Branch - 143rd
9612 W. 143rd Street
Orland Park, IL 60462

FOR RECORDER'S USE ONLY

43646257

This Modification of Mortgage prepared by:
Nicole Mecherle, Documentation Assistant
Marquette Bank
9612 W. 143rd Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 30, 2008, is made and executed between Nicolas Chavez, whose address is 3053 W. 53rd Place, Chicago, IL 60632 and Idolia Chavez, whose address is 3053 W. 53rd Place, Chicago, IL 60632 (referred to below as "Grantor") and Marquette Bank, whose address is 9612 W. 143rd Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 17, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Cook County Recorder of Deeds office on March 1, 2006 as document # 0606047121 and Assignment of All Rents recorded in the Cook County of Deeds office on March 1, 2006 as document #0606047122.

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

See Attachment "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 1634 West 21st Street, Chicago, IL 60608. The Real Property tax identification number is 17-19-421-028-0000.

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

This modification changes the maturity date on this loan from March 1, 2031 to October 31, 2010. This will result in a 24 month loan consisting of 23 monthly payments of interest only beginning November 15, 2008 and all subsequent payments are due on the same day of each month after that, and 1 final balloon payment due October 31, 2010, will be for all principal and all accrued interest not yet paid.

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

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 OCTOBER 30, 2008.

GRANTOR:

X



Nicolas Chavez

X



Idolia Chavez

LENDER:

MARQUETTE BANK

X



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF COOK) SS
)

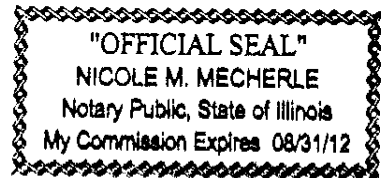
On this day before me, the undersigned Notary Public, personally appeared **Nicolas Chavez and Idolia Chavez**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for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

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

By Nicole M Mecherle Residing at _____

Notary Public in and for the State of IL

My commission expires 8-31-12



LENDER ACKNOWLEDGMENT

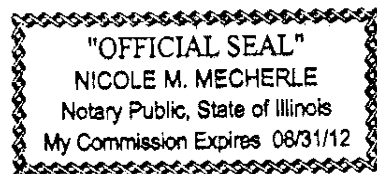
STATE OF IL)
)
 COUNTY OF COOK) SS
)

On this 30th day of October, 2008 before me, the undersigned Notary Public, personally appeared Bill Hinsberger and known to me to be the Multi-family Manager, authorized agent for **Marquette Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Marquette Bank**, duly authorized by **Marquette Bank** 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 **Marquette Bank**.

By Nicole M Mecherle Residing at _____

Notary Public in and for the State of IL

My commission expires 8-31-12

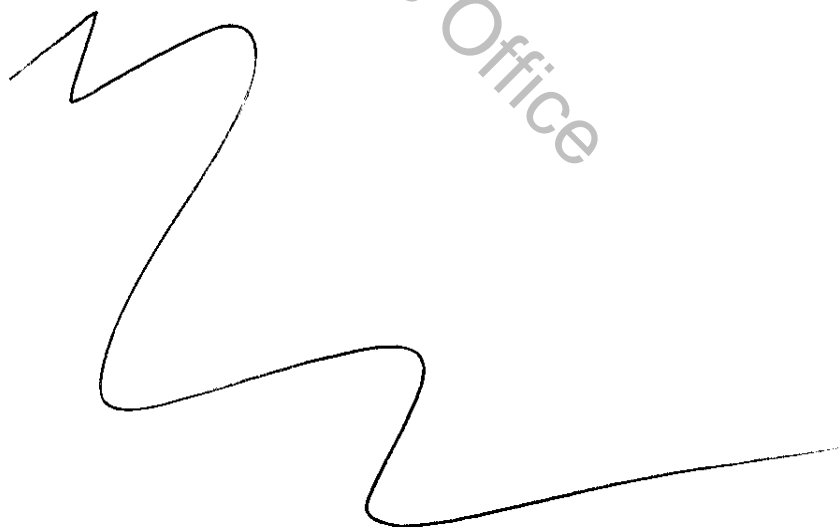


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LEGAL DESCRIPTION

Lot 40 and the East ½ of Lot 39 in James Stinson's Subdivision of the South ½ of Block 49 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.