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0910242176

RECORDATION REQUESTED BY:  
METROPOLITAN BANK AND TRUST COMPANY  
2201 WEST CERMAK ROAD  
CHICAGO, IL 60608

Doc#: 0910754036 Fee: \$42.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/17/2009 10:41 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
METROPOLITAN BANK AND TRUST COMPANY  
2201 WEST CERMAK ROAD  
CHICAGO, IL 60608

Doc#: 0734654137 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/12/2007 12:56 PM Pg: 1 of 4

SEND TAX NOTICES TO:  
Nick Mendoza, Jr.  
Kathleen Mendoza  
1261 West Victoria Street  
Chicago, IL 60660

FOR RECORDER'S USE ONLY

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\*\*\*THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT VESTING\*\*\*

This Modification of Mortgage prepared by:  
Sandra A. Sarelli  
METROPOLITAN BANK AND TRUST COMPANY  
2201 WEST CERMAK ROAD  
CHICAGO, IL 60608

PRAIRIE TITLE  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

TS 0708-0274

**MODIFICATION OF MORTGAGE**

\* Nicholas Mendoza

THIS MODIFICATION OF MORTGAGE dated June 24, 2007, is made and executed between ~~Nick Mendoza~~ and Kathleen Mendoza, husband and wife, in joint tenancy (referred to below as "Grantor") and METROPOLITAN BANK AND TRUST COMPANY, whose address is 2201 WEST CERMAK ROAD, CHICAGO, IL 60608 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 15, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 12, 2005 as Document Number 0510242176.

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

LOT 9 IN BLOCK 6 IN CAIRNDUFF'S ADDITION TO EDGEWATER PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1261 West Victoria Street, Chicago, IL 60660. The Real Property tax identification number is 14-05-318-009-0000.

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

- (1) Increase Note amount to \$1,020,725.00;
- (2) Change monthly payment to interest only, effective with July 10, 2007 payment;
- (3) Change monthly payment to principal and interest in the amount of \$7,456.59, effective with January 10, 2008 payment;
- and (4) All other terms of original documentation remain in full force and effect.

**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

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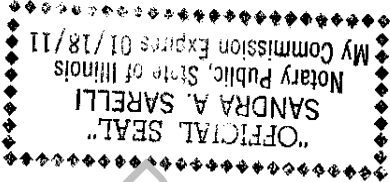
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Notary Public

Commission Expires 01-18-11

*Sandra A. Sarelli*  
Sandra A. Sarelli  
Notary Public  
2009

On this day before me, the undersigned Notary Public, personally appeared Nicholas Mendoza, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he signed the Modification as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 31st of March 2009.



State of Illinois )  
County of Cook )  
SS )

X *[Signature]*  
Authorized Signer

METROPOLITAN BANK AND TRUST COMPANY

LENDER:

X *[Signature]*  
Kathleen Mendoza

X *[Signature]*  
Nick Mendoza, Jr.

GRANTOR:

X *[Signature]*  
Nicholas Mendoza

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 24, 2007.

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 endorses 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.

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11323763

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

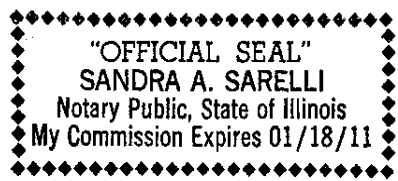
On this day before me, the undersigned Notary Public, personally appeared **Nick Mendoza, Jr. and Kathleen Mendoza**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 24<sup>th</sup> day of June, 20 07

By Sandra A. Sarelli Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 01-18-11



### LENDER ACKNOWLEDGMENT

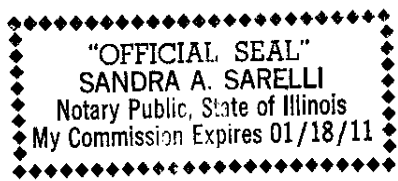
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 24<sup>th</sup> day of June, 07 before me, the undersigned Notary Public, personally appeared Juan C. Gonzalez and known to me to be the Sr. VP, 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 Sandra A. Sarelli Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 01-18-11



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Loan No: 11323763

MODIFICATION OF MORTGAGE  
(Continued)

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