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RECORDATION REQUESTED BY:

Park Federal Savings Bank Pulaski Office 5400 South Pulaski Road Chicago, IL 60632 Doc#: 0919429040 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 07/13/2009 03:04 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Park Federal Savings Bank
Pulaski Office
5400 South Pulaski Road
Chicago, IL 60632

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Mary March, Loan Administrator
Park Federal Savings Bank
5400 South Pulaski Road
Chicago, IL 60632

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 10, 2009, is made and executed between Arminda Castelan Rodriguez, having never been married, whose address is 2017 North Melvina Avenue, Chicago, IL 60634 and Gabino M. Castelan, married to Florentina Castelan, whose address is 4337 North Melvina Avenue, Chicago, IL 60634 (referred to below as "Grantor") and Park Federal Savings Bank, whose address is 5400 South Pulaski Road, Chicago, IL 60632 (referred to below as "Lenter").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Ap il 20, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 31, 2006 in the Cook County Recorder's Office as Document lumber 0615111092. .

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

THE NORTH 30 FEET OF THE SOUTH 1/2 OF LOT 37 IN GILDERSLEVE'S SUBDIVISION OF BLOCKS 6 AND 10 TO 13 INCLUSIVE, OF OLIVER L. WATSON'S 5 ACRES ADDITION TO CHOAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS \*\*\*NOT HOMESTEAD PROPERTY FOR GABINO M. CASTELAN\*\*\*

The Real Property or its address is commonly known as 2817 North Melvina Avenue, Chicago, IL 60634. The Real Property tax identification number is 13-29-125-014-0000.

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

To amend interest rate from Eight and One Half (8.500%) Percent per annum to Seven (7.000%) Percent per annum. To amend principal and interest payments from Five Hundred Five Dollars and 17/100 Cents (\$505.17) per month to Three Hundred One Dollars and 72/100 Cents (\$301.72) per month beginning July 1, 2009. It is agreed that the unpaid principal balance of said indebtedness at this date is Forty Five Thousand Three Hundred Fifty One Dollars and 41/100 Cents (\$45,351.41). The term changes to 360 months to maturity. The maturity date changes to June 1, 2039. All other terms and conditions of

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 0303184899

Page 2

the original Note and Mortgage remain the same.

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 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.

RELEASE DEED RECORDING FEE. Upon loan payoff, a fee to record the Release Deed Document will be included in the final amount due. The amount collected will correspond with the amount charged by the applicable County Recorder's Office at the time of payoff.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF Sh. Dot County Clert's Office MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 10, 2009.

**GRANTOR:** 

Arminda Castelan Rodriguez

Gabino M. Castelan

Authorized Signer

LENDER:

PARK FEDERAL SAVINGS BANK

0919429040 Page: 2 of 4

0919429040 Page: 3 of 4

(Continued) Loan No: 0303184899 Page 3 INDIVIDUAL ACKNOWLEDGMENT ) SS On this day before me, the undersigned Notary Public, personally appeared Arminda Castelan Rodriguez, having never been married, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Mary E March Residing at Chicago Notary Public in and for the State of MARY E MARCH My commission expires  $\frac{12.5-10}{}$ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/05/10 INDIVIDUAL ACKNOWLED GMENT WHEN ENVIRON COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Gabino M. Castelan, married to Florentina Castelan, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. By Mary EMarch Residing at Margo

Notary Public in and for the State of Illinois OFFICIAL SEAL My commission expires  $\frac{12.5-10}{}$ MARY E MARCH NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/05/10

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 0303184899	(Continued)	Page 4
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COUNTY OF	) SS )	i
and acknowledged said instrument to duly authorized by Park Federal Sa	k Federal Savings Bank that exe o be the free and voluntary act a vings Bank through its board of oath stated that he or she is auth on behalf of Park Federal Savings	
My commission expires	( ) /	OFFICIAL SEAL MARY E MARCH NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/05/10
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