

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Park Federal Savings Bank  
Pulaski Office  
5400 South Pulaski Road  
Chicago, IL 60632



Doc#: 0921531064 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/03/2009 10:15 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Park Federal Savings Bank  
Pulaski Office  
5400 South Pulaski Road  
Chicago, IL 60632

**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 July 17, 2009, is made and executed between Jose G. Valencia, married to Gloria Valencia, whose address is 5934 South Kilbourn Avenue, Chicago, IL 60629 and Yara I. Valencia, having never been married, whose address is 5934 South Kilbourn Avenue, Chicago, IL 60629 (referred to below as "Grantor") and Park Federal Savings Bank, whose address is 5400 South Pulaski Road, Chicago, IL 60632 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 8, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded July 27, 2006 in the Cook County Recorder's Office as Document Number 0620840028.

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

THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 3 IN BLOCK 3 IN F.H. BARTLETT'S 63RD STREET SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5934 South Kilbourn Avenue, Chicago, IL 60629. The Real Property tax identification number is 19-15-305-019-0000.

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

To amend interest rate from Six and Three Eighths (6.375%) Percent per annum to Five and One Half (5.500%) Percent per annum. To amend principal and interest payments from Nine Hundred Ninety Eight Dollars and 19/100 Cents (\$998.19) per month to Eight Hundred Seventy Three Dollars and 70/100 Cents (\$873.70) per month beginning August 1, 2009. It is agreed that the unpaid principal balance of said indebtedness at this date is One Hundred Forty Seven Thousand Three Hundred One Dollars and 21/100 Cents (\$147,301.21). The term remains at 324 months to maturity. The maturity date remains at July 1, 2036. All other terms and conditions of the original Note and Mortgage remain the same.

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Property of Cook County Clerk

PARK FEDERAL SAVINGS BANK

Authorized Signer

*[Signature]*

LENDER:

X *[Signature]* Tara L. Valencia

X *[Signature]* Jose G. Valencia

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 17, 2009.

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.

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.

Loan No: 0303184998

MODIFICATION OF MORTGAGE (Continued)

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0303184998

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Jose G. Valencia, married to Gloria Valencia**, 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.

Given under my hand and official seal this 17<sup>B</sup> day of July, 20 09

By Nitza Perez Residing at Chicago  
 Notary Public in and for the State of IL

My commission expires 4-14-11



### INDIVIDUAL ACKNOWLEDGMENT

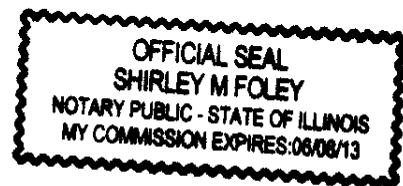
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Yara I. Valencia, 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.

Given under my hand and official seal this 17<sup>th</sup> day of July, 20 09

By Shirley M Foley Residing at 5400 Pulaski  
 Notary Public in and for the State of Illinois

My commission expires 06-08-13



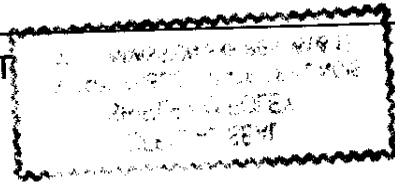
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## MODIFICATION OF MORTGAGE (Continued)

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Loan No: 0303184998

### LENDER ACKNOWLEDGMENT



STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 17th day of July, 2009 before me, the undersigned Notary Public, personally appeared MAUREEN SCHIESSER and known to me to be the VICE PRESIDENT, authorized agent for **Park Federal Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Park Federal Savings Bank**, duly authorized by **Park Federal Savings 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 **Park Federal Savings Bank**.

By Mary E March Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12-5-10



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