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RECORDATION REQUESTED BY:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

WHEN RECORDED MAIL TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645



Doc#: 0935633087 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/22/2009 10:12 AM Pg: 1 of 3

SEND TAX NOTICES TO:

Devon Bank
Chicago
6445 N. Western Ave.
Chicago, IL 60645

This Modification of Mortgage prepared by:
Ljiljana Stojanovich, Senior Loan Administrative Assistant
Devon Bank
6445 N. Western Ave.
Chicago, IL 60645

9355-0131

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 22, 2009, is made and executed between Marc A. Aguja, whose address is 4315 N. Oakley, Chicago, IL 60618 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 22, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated October 22, 2004 and recorded on October 25, 2004 as document numbers 0429945207 and 0429945208 with the Cook County Recorder.

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

LOTS 1 AND 2 IN BLOCK 48 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, 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 4549-53 N. Kedzie Avenue/3149-53 W. Wilson Avenue, Chicago, IL 60625. The Real Property tax identification number is 13-13-117-001-0000.

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

1. The maturity date of the Note will be changed to January 22, 2010.
2. Effective October 22, 2009, the interest rate on the Note will be changed to 6.75% fixed.

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

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2047090000

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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 22, 2009.


GRANTOR:

X 

Marc A. Aguja

LENDER:

DEVON BANK

X 

Authorized Signer

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 2047090000

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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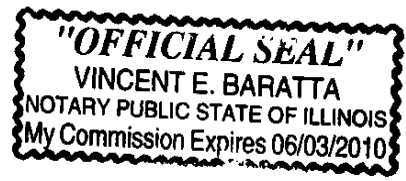
On this day before me, the undersigned Notary Public, personally appeared **Marc A. Aguja**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of DECEMBER, 2009.

By [Signature] Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

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) SS

COUNTY OF COOK

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On this 16 day of DECEMBER, 2009 before me, the undersigned Notary Public, personally appeared VINCE BARATTA and known to me to be the 1ST VP, authorized agent for **Devon Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Devon Bank**, duly authorized by **Devon 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 **Devon Bank**.

By [Signature] Residing at 6445 N Western

Notary Public in and for the State of ILLINOIS

My commission expires _____

