

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613



WHEN RECORDED MAIL TO:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

Doc#: 1001939028 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/19/2010 11:12 AM Pg: 1 of 4

SEND TAX NOTICES TO:  
NORTH COMMUNITY BANK  
3639 NORTH BROADWAY  
CHICAGO, IL 60613

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
North Community Bank  
3639 North Broadway  
Chicago, IL 60613

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 19, 2009, is made and executed between Edgar Ruiz Solorzano and Maria Del P Favela Solorzano, husband and wife, whose address is 6161 N. Broadway, Chicago, IL 60660 (referred to below as "Grantor") and NORTH COMMUNITY BANK, whose address is 3639 NORTH BROADWAY, CHICAGO, IL 60613 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 14, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

October 22, 2004, with the Cook County Recorder of Deeds of Illinois as document No. 0429649049.

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

THE SOUTH 32 FEET OF THE SOUTH 75 FEET OF LOTS 30 AND 31 IN BLOCK 12 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL HALF 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 6161 N. Broadway, Chicago, IL 60660. The Real Property tax identification number is 14-05-208-038.

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

1. On October 14, 2004, Edgar Ruiz Solorzano and Maria Del P Favela Solorzano executed and delivered to Lender a Promissory Note of even date secured by the mortgage in the amount of \$265,000.00, (hereinafter referred to as "Note").
2. An additional \$24,763.00, will be advanced on the Note, increasing the current balance of the Note secured by the mortgage to \$266,385.62.
3. Effective October 19, 2009, the interest rate on the Note will be changed to 7.00%.
4. The maturity date of the Note will be extended to October 19, 2014.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11036579


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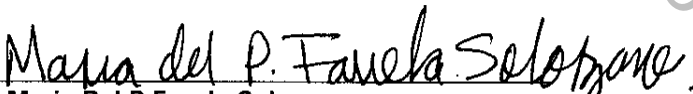
5. All other terms and provisions of the Mortgage will remain in full force and effect.

**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 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 19, 2009.**


**GRANTOR:**

x   
\_\_\_\_\_  
Edgar Ruiz Solorzano

x   
\_\_\_\_\_  
Maria Del P Favela Solorzano

**LENDER:**

**NORTH COMMUNITY BANK**

x   
\_\_\_\_\_  
Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 11036579

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

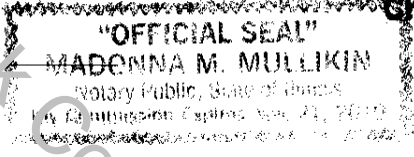
On this day before me, the undersigned Notary Public, personally appeared **Edgar Ruiz Solorzano and Maria Del P Favela Solorzano**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary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

Given under my hand and official seal this 19TH day of OCTOBER, 2009.

By Madonna M. Mullikin Residing at NORTH COMMUNITY BANK

Notary Public in and for the State of ILLINOIS 3639 N. BROADWAY  
CHICAGO, IL 60613

My commission expires 11/21/2010



### LENDER ACKNOWLEDGMENT

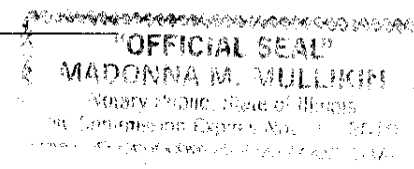
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 19TH day of OCTOBER, 2009 before me, the undersigned Notary Public, personally appeared STEVEN R. KIEFER and known to me to be the LOAN OFFICER, authorized agent for **NORTH COMMUNITY BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **NORTH COMMUNITY BANK**, duly authorized by **NORTH COMMUNITY 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 **NORTH COMMUNITY BANK**.

By Madonna M. Mullikin Residing at NORTH COMMUNITY BANK

Notary Public in and for the State of ILLINOIS 3639 N. BROADWAY  
CHICAGO, IL 60613

My commission expires 11/21/2010



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 11036579

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