

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 1003322102 Fee: \$42.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/02/2010 02:15 PM Pg: 1 of 3

**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 October 26, 2009, is made and executed between Fernando Hernandez and Emigdia Hernandez, husband and wife, whose address is 5339 South Washtenaw Avenue, Chicago, IL 60632 (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 January 18, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 27, 2008 in the Cook County Recorder's Office as Document Number 0805842030.

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

LOT 22 IN BLOCK 2 IN HATTHAWAY ERSKINI'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, 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 5339 South Washtenaw Avenue, Chicago, IL 60632.  
The Real Property tax identification number is 19-12-418-011-0000.

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

WHEREAS, the undersigned executed and delivered to the PARK FEDERAL SAVINGS BANK, a Note secured by a mortgage, or other instrument, to said Institution, or for its benefit, recorded in the Recorder's Office of Cook County, Illinois, as Document Number 0805842030 dated the 18th day of January, 2008, for an original sum of One Hundred Thirty Two Thousand Dollars and 00/100 Cents (\$132,000.00) which provides for additional advances to be secured by said Instrument as a first lien; therefore, it is agreed that an additional advance shall be made upon said Note in the sum of Five Hundred Dollars and 00/100 Cents (\$500.00) to be charged to loan account known as Loan Number 0303185979 upon the books of said Institution. It is agreed that the total unpaid balance of said

S	Yes
P	2
S	No
M	Yes
SC	Yes
E	No
INT	

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0303185979

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indebtedness at this date is One Hundred Twenty Six Thousand One Dollars and 22/100 Cents (\$126,001.22) and that the total unpaid balance, including this additional advance, will be One Hundred Twenty Six Thousand Five Hundred One Dollars and 22/100 Cents (\$126,501.22) and that principal and interest payments will change to Seven Hundred Forty Four Dollars and 87/100 Cents (\$744.87) beginning November 1, 2009. Future interest upon said entire indebtedness shall be as follows: Five and Five Eighths Percent (5.625%) per annum beginning October 1, 2009. Your term will remain at 340 months to maturity. The remaining principal balance and interest will be due and payable February 1, 2038. All other terms and conditions of the original Note and Mortgage remain the same.

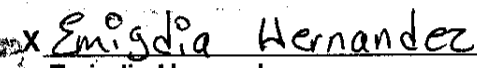
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 26, 2009.**

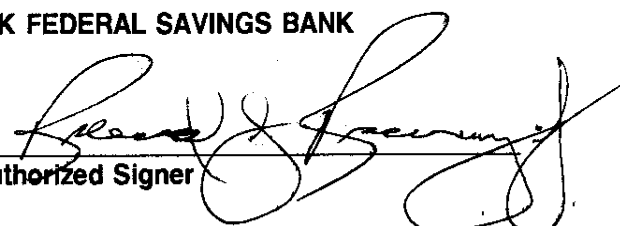
**GRANTOR:**

x   
\_\_\_\_\_  
Fernando Hernandez

x   
\_\_\_\_\_  
Emigdia Hernandez

**LENDER:**

**PARK FEDERAL SAVINGS BANK**

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

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## MODIFICATION OF MORTGAGE

(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 **Fernando Hernandez and Emigdia Hernandez, husband and wife**, 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 26<sup>th</sup> day of October, 2009

By Mary E March Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12-5-10



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 26<sup>th</sup> day of October, 2009 before me, the undersigned Notary Public, personally appeared RICHARD J REMIAS JR and known to me to be the 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

