

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

Doc#: 1009856025 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/08/2010 09:51 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

**SEND TAX NOTICES TO:**

JOSE CARMEN GAMBOA  
EUSTOLIA GAMBOA  
722 COLFAX  
PALATINE, IL 60074

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

JUDITH MARGALIT  
1st Equity Bank  
3956 West Dempster St  
Skokie, IL 60076

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 14, 2010, is made and executed between JOSE GAMBOA ALSO KNOWN AS JOSE CARMEN GAMBOA and EUSTOLIA GAMBOA, AS HUSBAND AND WIFE (referred to below as "Grantor") and 1st Equity Bank, whose address is 3956 West Dempster St, Skokie, IL 60076 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 14, 2008 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**RECORDED APRIL 29, 2008 AS DOCUMENT NUMBER 0812033025 IN THE RECORDS OF THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.**

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

LOT 46 IN JOAN'S GARDENS SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 722 COLFAX, PALATINE, IL 60074. The Real Property tax identification number is 02-15-105-017-0000.

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

**THIS MODIFICATION RENEWS THE PRINCIPAL AND EXTENDS THE MATURITY TO JANUARY 14, 2011.**

**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

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(Continued)**

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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 JANUARY 14, 2010.**

GRANTOR:

X *Jose C Gamboa*  
JOSE CARMEN GAMBOA

X *Eustolia Gamboa*  
EUSTOLIA GAMBOA

LENDER:

1ST EQUITY BANK

X *Carol H. [Signature]*  
Authorized Signer

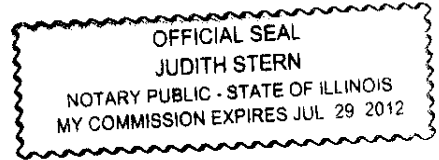
Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )



On this day before me, the undersigned Notary Public, personally appeared **JOSE CARMEN GAMBOA and EUSTOLIA GAMBOA**, 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 14th day of January, 2010.

By Judith Stern Residing at \_\_\_\_\_

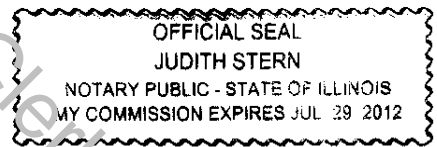
Notary Public in and for the State of ILLINOIS

**1st Equity Bank**  
**3956 W. Dempster**  
**Skokie, IL 60076**

My commission expires 7/29/12

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )



On this 14th day of January, 2010 before me, the undersigned Notary Public, personally appeared Connie Brybin and known to me to be the VP, authorized agent for **1st Equity Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1st Equity Bank**, duly authorized by **1st Equity 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 **1st Equity Bank**.

By Judith Stern Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

**1st Equity Bank**  
**3956 W. Dempster**  
**Skokie, IL 60076**

My commission expires 7/29/12