

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 101116008 Fee: \$42.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/21/2010 09:17 AM 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  
2740 West 55th Street  
Chicago, IL 60632

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 30, 2010, is made and executed between David V. Aguirre, married to Petra Aguirre, whose address is 609 West Hillside Drive, Bensenville, IL 60106 (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 December 15, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 5, 2005 in the Cook County Recorder's Office as Document Number 0500502285.

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

LOT 16 AND 17 IN BLOCK 3 IN LEVI P. MORTON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD) IN COOK COUNTY, ILLINOIS \*\*\*NOT HOMESTEAD PROPERTY\*\*\*

The Real Property or its address is commonly known as 2836-38 West Cermak Road, Chicago, IL 60623. The Real Property tax identification number is 16-24-315-023-0000 & 16-24-315-024-0000.

**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 0500502285, dated the 15th day of December, 2004, for an original sum of Four Hundred Twelve Thousand Five Hundred Dollars and 00/100 Cents (\$412,500.00) 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 One Thousand One Hundred Fifty One Dollars and 50/100 Cents (\$1151.50) to be charged to said account known as Loan Number 0350516209 upon the books of said Institution. It is agreed that the total unpaid

COOK COUNTY RECORDER OF DEEDS  
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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0350516209

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balance of said indebtedness at this date is Three Hundred Eighty One Thousand Five Hundred Ninety Seven Dollars and 06/100 Cents (\$381,597.06) and that the total unpaid balance, including this additional advance, will be Three Hundred Eighty Two Thousand Seven Hundred Forty Eight Dollars and 56/100 Cents (\$382,748.56) and that monthly principal and interest payments shall change to Two Thousand Eight Hundred Sixty Five Dollars and 39/100 Cents (\$2865.39) per month beginning April 1, 2010. Your loan Maturity Date will be amended to the following: The remaining principal balance and interest will be due and payable February 1, 2015. Your interest rate to maturity will remain at Six and One Half (6.500%) Percent per annum. 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 MARCH 30, 2010.**

GRANTOR:

X David V. Aguirre  
David V. Aguirre

LENDER:

PARK FEDERAL SAVINGS BANK

X William J. [Signature]  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 0350516209

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **David V. Aguirre, married to Petra Aguirre**, 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 30<sup>th</sup> day of March, 2010

By Nitza Perez Residing at Chicago

Notary Public in and for the State of IL

My commission expires 4-14-11



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 30<sup>th</sup> day of March, 2010 before me, the undersigned Notary Public, personally appeared MAUREEN SCHIESSEK 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

