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1017531016

RECORDATION REQUESTED BY:  
Park Federal Savings Bank  
Pulaski Office  
5400 South Pulaski Road  
Chicago, IL 60632

Doc#: 1017531016 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/24/2010 10:04 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 May 24, 2010, is made and executed between Elias Astorga and Bolivia Astorga, husband and wife, whose address is 3746 South Lombard Avenue, Berwyn, IL 60402 (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 June 1, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 8, 2004 in the Cook County Recorder's Office as Document Number 0416041250.

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

LOT 4 IN HARVEY AVENUE SECOND ADDITION TO BERWYN A RESUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3746 South Lombard Avenue, Berwyn, IL 60402. The Real Property tax identification number is 16-32-319-040-000.

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 0416041250 dated the 1st day of June 2004, for an original sum of Two Hundred Two Thousand Dollars and 00/100 Cents (\$202,000.00) 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 0303173405 upon the books of said Institution. It is agreed that the total unpaid balance of said indebtedness at this date is One Hundred Eighty Four Thousand Four Hundred Fifty One Dollars and 40/100 Cents (\$184,451.40) and that

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0303173405

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the total unpaid balance, including this additional advance, will be One Hundred Eighty Four Thousand Nine Hundred Fifty One Dollars and 40/100 Cents (\$184,951.40) and that principal and interest payments will change to One Thousand Thirty Five Dollars and 67/100 Cents (\$1,035.67) beginning June 1, 2010. Future interest upon said entire indebtedness shall be as follows: Five and Three Eighths Percent (5.375%) per annum beginning May 1, 2010. Your term will change to 360 months to maturity. The remaining principal balance and interest will be due and payable May 1, 2040. 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 of 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 MAY 24, 2010.**

GRANTOR:

X Elias Astorga  
Elias Astorga

X Bolivia Astorga  
Bolivia Astorga

LENDER:

PARK FEDERAL SAVINGS BANK

X [Signature]  
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 0303173405

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Elias Astorga and Bolivia Astorga, husband and wife**, some 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 24<sup>th</sup> day of May, 2010

By [Signature] Residing at Chicago

Notary Public in and for the State of IL

My commission expires 4-14-11



### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 24<sup>th</sup> day of May, 2010 before me, the undersigned Notary Public, personally appeared Richard J Lemjss 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 [Signature] Residing at Chgo.

Notary Public in and for the State of IL

My commission expires 4-14-11

