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WHEN RECORDED MAIL TO:

Carlos A. Vazquez & Associates Attorney at Law 2434 W. Division Street Chicago, IL 60622



Doc#: 1025303105 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/10/2010 11:29 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

### MODIFICATION OF TRUST DEED

THIS MODIFICATION OF TRUST DEED dated August 23, 2010, is made and executed between Luis Rossi and Ada de Jesus, whose address is 175 E. Delaware, Unit 6308, Chicago, IL 60611 (referred to below as "Grantor") and Henry Cardenas, whose address is 1459 W. Hubbard, Chicago, IL 60622 (referred to below as "Lender").

**TRUST DEED**. Lender and Grantor have entered into a Trust Deed dated October 20, 2008 (The "Trust Deed") which has been recorded in Cook County, State of Illinois, as follows:

Trust Deed dated October 20, 2008 and recorded December 2, 2008 in the Office of the Cook County Recorder of Deeds as Document Number 0834418086.

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

Unit 15-A together with its undivided percentage interest in the common elements in Thirty Four Seventy North Lake Shore Drive Condominium as delineated and defined in the declaration recorded as document no. 20446824, and filed as document no. LR2380322, as amended, in the Southwest 1/4 of Section 21, 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 3470 North Lake Shore Drive, Unite 15A, Chicago, Illinois 60657.

The Real Property tax identification number is 14-21-306-038-1031

MODIFICATION. Lender and Grantor hereby modify the Trust Deed as follows:

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Effective August 23, 2010, the outstanding indebtedness on the existing Trust Deed is increased from \$500,000.00 to \$550,000.00. Therefore, all references in the loan documents to \$500,000.00 are hereby deleted and inserted in lieu thereof are corresponding references to \$550,000.00. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Trust Deed 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 the Modification does not waive Lender's right to require strict performance of the Trust Deed 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 Trust Deed, (the "Note"). It is the intention of Lender to retain as liable all parties to the Trust Deed 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 Trust Deed does not sign this Modification, then all personas signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the nonsigning 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. the Clarks Office

This Modification of Trust Deed prepared by:

Carlos A. Vazquez & Associates Attorney at Law 2434 W. Division Street Chicago, IL 60622

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# DIFICATION OF TRUST DEED

(Continued)

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GRANTOR ACKNOWLEDGES HAVING REAL ALL THE PROVISIONS OF THIS MODIFICATION OF TRUST DEED AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF TRUST DEED IS DATED AUGUST 23, 2010.

**GRANTOR:** 

LENDER:

County Clark's Office [Remainder of page intentionally left blank]

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#### MODIFICATION OF TRUST DEED

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### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS COUNTY OF COOK

)S.s.

On this day beicre me, the undersigned Notary Public, personally appeared Luis Rossi and Ada de Jesus, and known to me to be the individuals described in and who executed the Modification of Trust Deed, and acknowledged that they signed the Modification as their tree and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of August, 2010.

OFFICIAL SEAL BERTHA ALICIA NAVARRO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-26-2014 √otarv Publič

ivy commission expires April 26, 2014

#### LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS COUNTY OF COOK

)S.s.

Juny Cla On this 23<sup>rd</sup> day of August, 2010 before me, the undersigned Notary Public, personally appeared Henry Cardenas and known to me to be the duly authorized agent for the Lender that executed the within and foregoing instrument and ackrowledge said instrument to be the free and voluntary act and deed of the said lender, duly avinorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2010.

OFFICIAL SEAL BERTHA ALICIA NAVARRO NOTARY PUELIC, TRATE OF ILLINOIS MY COMMISSION EXPIRES 4-26-2014

utha allica Narrano Bertha Alicia Navarro, Notary Public My commission expires April 26, 2014