

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785



Doc#: 1029418026 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/21/2010 11:46 AM Pg: 1 of 4

Property of Cook County Clerk's Office

The property identified as: **PIN:** 14-18-328-003-1077

**Address:**

**Street:** 4020 North Damen Garage Unit 42

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60618

**Lender:** Marquette Bank

**Borrower:** Rocket Auto Sales Inc

**Loan / Mortgage Amount:** \$250,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

S yes  
P 4  
S No  
M yes  
SC yes  
E No  
INT mea

**Certificate number:** 3E5CEB5F-5E13-46ED-851C-12F0A656353C

**Execution date:** 09/08/2010

*OK/ML*

**UNOFFICIAL COPY****RECORDATION REQUESTED BY:**

**MARQUETTE BANK**  
 Corporate Center  
 10000 West 151st Street  
 Orland Park, IL 60462

**WHEN RECORDED MAIL TO:**

**MARQUETTE BANK**  
 Corporate Center  
 10000 West 151st Street  
 Orland Park, IL 60462

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**FOR RECORDER'S USE ONLY**
**This Modification of Mortgage prepared by:**

Credit Administration Dept.  
**MARQUETTE BANK**  
 10000 West 151st Street  
 Orland Park, IL 60462

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated September 8, 2010, is made and executed between Anthony D. Loperena, divorced and not since remarried, whose address is 5552 S. Archer Avenue, Chicago, IL 60638 (referred to below as "Grantor") and **MARQUETTE BANK**, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 8, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the office of the Cook County Recorder of Deeds on August 5, 2008 as Document Number **0821833294**.

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

UNIT GU-42 IN NORTH CENTER 4000 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF BLOCK 12 LYING SOUTH OF THE SOUTH LINE OF BELLE PLAINE AVENUE IN WILLIAM B OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 225 FEET THEREOF, MEASURED ALONG THE WESTERLY LINE OF NORTH ROBY STREET) IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020713829, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

The Real Property or its address is commonly known as 4020 North Damen - Garage Unit 42, Chicago, IL 60618. The Real Property tax identification number is 14-18-328-003-1077.

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

The term "Note" defined in the original mortgage has been expanded to include the promissory note dated October 16, 2007 in the original principal amount of \$250,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

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promissory notes or agreements. This Modification also changes the interest rate from a variable interest rate based upon an Index, to a rate of 5.25% fixed until paid in full. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. **NOTICE:** Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

**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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 8, 2010.**

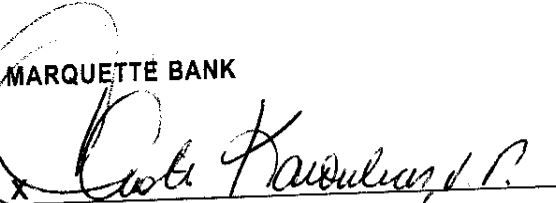
GRANTOR:

X


  
Anthony D. Loperena

LENDER:

MARQUETTE BANK


  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

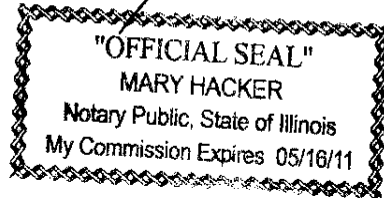
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this day before me, the undersigned Notary Public, personally appeared **Anthony D. Loperena**, 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 27 day of September, 2010

By Mary Hacker Residing at Marquette Bank  
 Notary Public in and for the State of Illinois

My commission expires 5/16/11



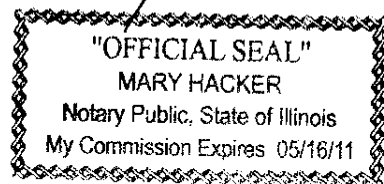
### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 27 day of September, 2010 before me, the undersigned Notary Public, personally appeared Cristina Garza and known to me to be the VP, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MARQUETTE BANK**, duly authorized by **MARQUETTE 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 **MARQUETTE BANK**.

By Mary Hacker Residing at Marquette Bank  
 Notary Public in and for the State of Illinois

My commission expires 5/16/11



LP: 20713