

# UNOFFICIAL COPY



Doc#: 1112939016 Fee: \$46.00  
Eugene "Gene" Moore RHP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/09/2011 10:10 AM Pg: 1 of 6

Recording Requested By/Return To:  
Wells Fargo Bank, N.A.  
Billings Office  
PO Box 31557 MAC B6955-013  
Billings, MT 59107-9900

This Instrument Prepared By:  
Wells Fargo Bank, N.A.  
ELIZABETH SANDER  
1 HOME CAMPUS  
X2303-01N  
DES MOINES, IOWA 50328-0001  
Parcel#: 14-31-205-607-0000

[Space Above This Line For Recording Data]

Account #: 654-654-1750587-0XXX

Reference Number: 100196368000579477

## MODIFICATION TO MORTGAGE

This Modification Agreement (this "Agreement") is made this 9TH day of APRIL, 2011, by and between Wells Fargo Bank, N.A. ("Lender") and ELIZABETH A. ROGINSKI AND RANDY ROGINSKI, WIFE AND HUSBAND (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

### RECITALS:

A. Borrower executed and delivered to Lender that certain MORTGAGE dated September 14, 2005, securing the Debt Instrument of the same date (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), recorded in Book/Roll/Volume N/A at page N/A (or as No. 0525941090) of the Records of the Office of the Recorder of the County of COOK, State of Illinois (the "Security Instrument"), and covering the property described in the Security Instrument and located at 2243 N. LISTER AVE. #301, CHICAGO, ILLINOIS 60622 (the "Property"), more particularly described as follows:

SEE ATTACHED EXHIBIT A

S YES  
P 6  
S NO  
M NO  
SC YES  
E YES  
INT INT

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B. This section intentionally left blank.

C. The Security Instrument currently provides for

a payment in full date of OCTOBER 1, 2010

D. The Parties desire to change the security instrument to provide for

a payment in full date of APRIL 1, 2021

E. The Parties wish to modify and amend the Security Instrument to reflect the above change.

**AGREEMENTS:**

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

1. The Security Instrument is modified and amended as follows:

the payment in full date is APRIL 1, 2021

2. All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.

3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Security Instrument (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument and the Debt Instrument at the time and in the manner therein provided.

4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Security Instrument, the provisions of this Agreement shall control.

5. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt Instrument.

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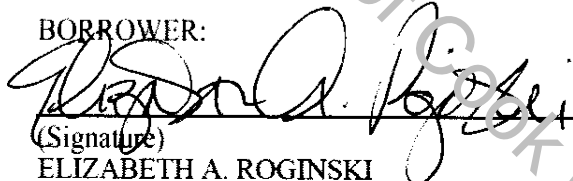
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligations in connection with the Debt Instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.

7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.

8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

BORROWER:



(Signature)

ELIZABETH A. ROGINSKI

(Printed Name)



(Signature)

RANDY ROGINSKI

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

LENDER: Wells Fargo Bank, N.A.

By: *Penny Tebben*  
(Signature)

PENNY TEBBEN

(Printed Name)

ASSISTANT VICE PRESIDENT

(Title)

### FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Iowa )

) ss.

COUNTY OF Dallas )

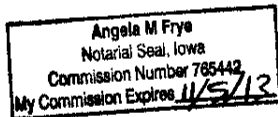
On this 18<sup>th</sup> day of April, 20 11, before me, a

Notary Public in and for said county personally appeared Penny Tebben, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Asst Vice President of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Angela M Frye  
Notary Public

My commission expires: 11/5/13

Iowa  
State of



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For An Individual Acting In His/Her Own Right:

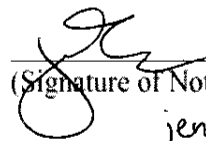
Illinois Notary Public Act

State of Illinois

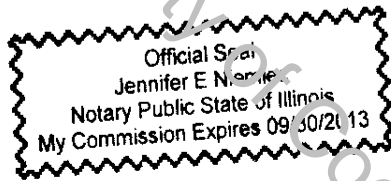
County of Cook

This instrument was acknowledged before me on 4/15/2011 (date) by

RANDY ROGINSKI, ELIZABETH A ROGINSKI (name/s of person/s).

  
(Signature of Notary Public)  
jennifer e. niemiec

(Seal)



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PARCEL 1:

UNIT 301 IN THE 2243 N. LISTER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 27 AND 28 IN BLOCK 5 IN FULLERTON'S ADDITION TO CHICAGO, IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0523803119, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-8, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0523803119.

PIN #:

Commonly known as: 2243 N.LISTER AVE UNIT #301  
CHICAGO, Illinois 60614