



Doc#: 1113810009 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/18/2011 11:20 AM Pg: 1 of 5

**THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:**

Maureen M. Bismark, Esq.  
Cole Taylor Bank  
9550 W. Higgins Road  
8<sup>th</sup> floor  
Rosemont, Illinois 60018

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

**SECOND MORTGAGE MODIFICATION AGREEMENT**

This **SECOND MORTGAGE MODIFICATION AGREEMENT** (this "Second Modification") is made as of the 16<sup>th</sup> day of November 2010 (the "Effective Date" regardless of the date this Second Modification is actually executed by the parties) by and between Jose L. Zamudio, Leonor M. Zamudio (each a "Grantor" and collectively the "Grantors") and Cole Taylor Bank ("Lender")

**Mortgage.** Grantors and Lender entered into a mortgage dated October 21, 1996 ("Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in the Cook County Recorder's Office on November 7, 1996 as Document Number 96-855321

**Real Property Description.** The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

**LOT 3 IN BLOCK 2 IN B.F. JACOBS SUBDIVISION OF BLOCK 10 IN STONE AND WHITNEY'S SUBDIVISION IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property is more commonly known as: 1737 W. 47<sup>TH</sup> STREET, CHICAGO, IL 60609 (the "Mortgage Property"). The Real Property tax identification number is: 20-07-204-108.

**Mortgage Modification:** Grantors executed that certain modification of mortgage dated June 16, 1998 whereby the dollar amount was increased from \$60,000.00 to \$90,000.00 ("Mortgage Modification").

**Second Modification.** Grantors and Lender hereby modify the Mortgage and Mortgage Modification as follows:

- a) Any reference to the phrase "revolving line of credit" should be stricken in its entirety and as of the Effective Date and replaced with the term "amortizing term loan" between Grantors and Lender and Lender is no longer obligated to advance any further funds to Grantors.

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E	y
INT	M

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- b) **The Mortgage, Mortgage Modification and the Second Modification shall not have a stated maturity date and shall be of record until all Indebtedness due and owing to Lender has been paid in full.**

**Effectiveness of this Agreement.** This Second Modification shall not be effective until this Modification is executed and accepted by Lender.

**Capitalized terms.** All capitalized terms used but not defined herein shall have the same meaning as each has in the Note and Mortgage.

**Full Force and Effect.** The Note, the Renewal Note, the Hardship Note (collectively the "Notes") the Mortgage, the Mortgage Modification and all other loan documents executed and delivered in connection with the loan evidenced by the Notes shall remain in full force and effect, except as expressly modified by this Second Modification.

**Successors and Assigns.** This Second Modification shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.

**[The remainder of this page has been left blank intentionally.]**



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The parties have executed this Modification as of the date set forth above.

**LENDER:**

**COLE TAYLOR BANK**

By: Nhora I Galvan  
Name: NHORA I. GALVAN  
Title: AVP

**GRANTORS:**

**Jose L. Zamudio**

x: Jose L. Zamudio  
Printed Name: JOSE L. ZAMUDIO

**Leonor M. Zamudio**

x: Leonor M Zamudio  
Printed name: LEONOR M ZAMUDIO

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

On this 23 day of November, 2010, before me, the undersigned Notary Public, personally appeared **Leonor M. Zamudio**, individually, and known to me to be **Leonor M. Zamudio**, executed this Second Mortgage Modification Agreement and acknowledged this Second Mortgage Modification Agreement to be her free and voluntary act for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this Second Mortgage Modification Agreement and in fact executed this Second Mortgage Modification Agreement on behalf herself.

*Adiel Abelar*

<b>OFFICIAL SEAL</b> ADIEL ABELAR Notary Public - State of Illinois My Commission Expires Jun. 1, 2012	<b>NOTARY PUBLIC</b>
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My Commission Expires:  
JUN 1, 2012

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