

# UNOFFICIAL COPY



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.  
Wendi Steinkamp

One Home Campus  
X2303-01N  
Des Moines, IA 50328

Parcel#: 14-20-120-024-0000

Doc#: 1116439024 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2011 11:55 AM Pg: 1 of 6

[Space Above This Line For Recording Data]

Account #: 654-654-2523546-0XXX

Reference Number: 1001132-0001300074-8

## MODIFICATION TO MORTGAGE

This Modification Agreement (this "Agreement") is made this 5th day of MAY, 2011, by and between Wells Fargo Bank, N.A. ("Lender") and BLAKE T ITAGAKI, AN UNMARRIED MAN (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 APRIL 27, 2006, 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. 0613005159) 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 3611 N BOSWORTH AVENUE, UNIT 3, CHICAGO, ILLINOIS 60613 (the "Property"), more particularly described as follows:

SEE ATTACHED EXHIBIT A

S yes  
P 6  
S No  
M No  
SC yes  
E yes  
INT yes

# UNOFFICIAL COPY

- B. This section intentionally left blank.
- C. The Security Instrument currently provides for  
 a payment in full date of MAY 1, 2011
- D. The Parties desire to change the security instrument to provide for  
 a payment in full date of MAY 1, 2041
- 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:

- The Security Instrument is modified and amended as follows:  
 the payment in full date is MAY 1, 2041
- All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.
- 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.
- 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.
- This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt Instrument.

# UNOFFICIAL COPY

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:

Blake T. Itagaki  
(Signature)  
BLAKE T ITAGAKI  
(Printed Name)

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

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

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

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

# UNOFFICIAL COPY

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

LENDER: Wells Fargo Bank, N.A.

By:

(Signature)

PENNY TEBBEN

(Printed Name)

ASSISTANT VICE PRESIDENT

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Iowa

COUNTY OF Dallas <sup>SS.</sup>

On this 10th day of May, 20 11, before me,

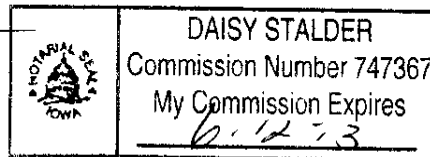
Notary public in and for said county personally appeared

Rodney Moe, 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.

Daisy Stalder  
Notary Public

My commission expires: 6-12-13

Iowa  
State of



# UNOFFICIAL COPY

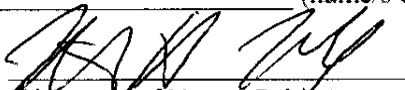
For An Individual Acting In His/Her Own Right:

Illinois Notary Public Act

State of IL

County of Cook

This instrument was acknowledged before me on 5-9-11 (date) by  
BLAKE T. ITRAGUI (name/s of person/s).

  
(Signature of Notary Public)

(Seal)



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

Unit 3611-3 in the 3607-11 Bosworth Condominium, as delineated on a plat of survey of the 3607-11 Bosworth Condominium, which plat of survey is part of the following described parcel of real estate:

Lots 19, 20 and 21 in Block 2 in Sickel and Hufmeyer's Addition to Lane Park, a subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

And is attached as Exhibit B to the Declaration of Condominium recorded December 19, 2005 as document number 0535318065, as amended from time to time, together with such unit's undivided interest in the common elements.

The mortgagor also hereby grants to the mortgagee, its successors and assigns, as right and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium.

This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

PIN: 14-20-120-024-0000

Property of Cook County Clerk's Office