

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

MARQUETTE BANK
Orland 143rd East
9533 W. 143RD STREET
ORLAND PARK, IL 60462



Doc#: 1208347038 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/23/2012 12:48 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Marquette Bank
9612 West 143rd Street
Orland Park, IL 60462

9026277 '11

FOR RECORDER'S USE ONLY

GIT

This Modification of Mortgage prepared by:

Beverly Vilos - GIT # 9026277
Marquette Bank
9612 West 143rd Street
Orland Park, IL 60462

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 16, 2012, is made and executed between **Jesus Arellano** and **Obdulia Arellano**, his wife, as joint tenants (referred to below as "Grantor") and **MARQUETTE BANK**, whose address is 9533 W. 143RD STREET, ORLAND PARK, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 23, 2005 (the "Mortgage") which has been recorded in Will County, State of Illinois, as follows:

Recorded in the office of Will County Recorder of Deeds, April 12, 2005 as document no. R2005 059761, mortgage executed by Jesus Arellano and Obdulia Arellano .

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

See Attachment "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8919 Woodbine Court, Tinley Park, IL 60487. The Real Property tax identification number is 19-09-03-203-014-0000.

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

Extend the maturity date to March 16, 2013; Loan amount \$52,217.00 [Balance only]; Annual fee increased to \$50.00 due on the anniversary of the Modification/Change in Terms Agreement; Floor Rate of 4.00%; Interest Rate will adjust with the Prime Rate based on the Index.

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

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 16, 2012.

GRANTOR:

X Jesus Arellano
Jesus Arellano

X Obdulia Arellano
Obdulia Arellano

LENDER:

MARQUETTE BANK

X Christy Hood
Authorized Signer

Property Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Will)

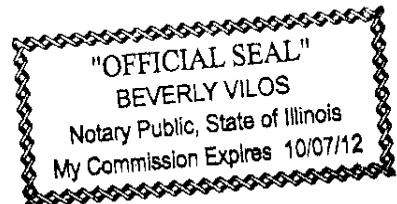
On this day before me, the undersigned Notary Public, personally appeared **Jesus Arellano and Obdulia Arellano**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16TH day of MARCH, 2012.

By Beverly Vilos Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10-07-12



LENDER ACKNOWLEDGMENT

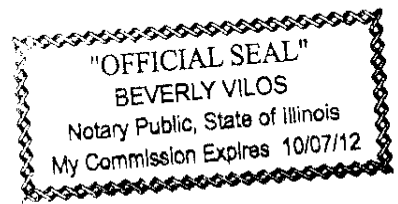
STATE OF Illinois)
) SS
 COUNTY OF Will)

On this 16TH day of MARCH, 2012 before me, the undersigned Notary Public, personally appeared CATHY HOOD and known to me to be the HOME EQUITY OFFICER, 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 Beverly Vilos Residing at _____

Notary Public in and for the State of Illinois

My commission expires 10-07-12



UNOFFICIAL COPY

Attachment "A"

B. LEGAL DESCRIPTION:

LOT 73 IN TIMBERS POINTE SUBDIVISION PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1996, AS DOCUMENT NUMBER R96-66350, IN WILL COUNTY, ILLINOIS.