

# UNOFFICIAL COPY



Doc#: 1217334092 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/21/2012 02:16 PM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Hyde Park Bank & Trust  
Company  
Main Office  
1525 E. 53rd Street  
Chicago, IL 60615

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Charlene Zralka, Vice President  
Hyde Park Bank & Trust Company  
1525 E. 53rd Street  
Chicago, IL 60615

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2012, is made and executed between Donald Martin, whose address is 9526 Lawndale, Evanston, IL 60203 and Samuel Martin, whose address is 2658 N. Halsted Street 4N, Chicago, IL 60614 (referred to below as "Grantor") and Hyde Park Bank & Trust Company, whose address is 1525 E. 53rd Street, Chicago, IL 60615 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 31, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

The Mortgage, which encumbers the Real Property described below, was recorded on September 2, 2004 as document number 0424635059 in the office of the Cook County Recorder of Deeds and secures a Note dated August 31, 2004 in the original principal amount of SIX HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (675,000.00) DOLLARS executed by Grantor and payable to Lender ("Note"). As of June 15, 2012 the unpaid principal amount of the Note is FIVE HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED FOURTEEN AND 32/100 (\$582,214.32) DOLLARS

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

LOT 6 IN BLOCK 7 IN MCREYNOLD'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1432 N. Paulina, Chicago, IL 60622. The Real Property tax identification number is 17-06-213-045-0000.

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

As of the date of this Modification of Mortgage, the Mortgage secures a Note dated June 15, 2012 in the

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

Loan No: 54919-4

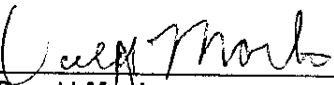
Page 2

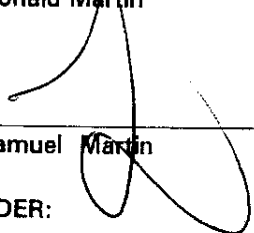
original principal amount of \$582,214.32. The interest rate on the Note is 4.75%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular principal and interest payments of \$3,342.49 each and one irregular last payment estimated at \$517,554.19. Grantor's first payment will be due July 15, 2012, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due June 15, 2017, and will be for all principal and all accrued interest not yet paid. The maturity date of this Note is June 15, 2017. The Note dated June 15, 2012 is a renewal and modification of the Note dated August 31, 2004

**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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 15, 2012.**

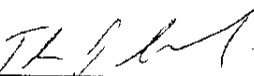
GRANTOR:

X   
\_\_\_\_\_  
Donald Martin

X   
\_\_\_\_\_  
Samuel Martin

LENDER:

HYDE PARK BANK &amp; TRUST COMPANY

X   
\_\_\_\_\_  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 54919-4

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Donald Martin and Samuel Martin**, 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 21<sup>st</sup> day of June, 2012.

By Kindred A. Kasper Residing at 6670 W. 183<sup>rd</sup> St., 1D  
Turkey Point, IL 60477

Notary Public in and for the State of IL

My commission expires 8-27-15

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 15<sup>th</sup> day of June, 2012 before me, the undersigned Notary Public, personally appeared Thomas Spangler and known to me to be the Vice President, authorized agent for **Hyde Park Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Hyde Park Bank & Trust Company**, duly authorized by **Hyde Park Bank & Trust Company** 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 **Hyde Park Bank & Trust Company**.

By Gabrielle L. Pickett Residing at Chicago, Illinois

Notary Public in and for the State of Illinois

My commission expires 10/7/15

