

# UNOFFICIAL COPY



1233355078

**RECORDATION REQUESTED BY:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

Doc#: 1233355078 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/28/2012 12:44 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated June 1, 2012, is made and executed between Jose A. Pulido and Maria Pulido a/k/a Maria C. Pulido, his wife, in joint tenancy, whose address is 2711 N. Kedzie Avenue, Chicago, IL 60647 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 1, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded August 16, 2010 in the office of the Cook County Recorder as Document #1022812065.

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

PARCEL 2:

LOT 28 IN BLOCK 2 IN E.B. MCCAGG'S SUBDIVISION OF OUTLOT 19 IN CANAL TRUSTEES' SUBDIVISION IN THE WEST 1/2 OF SECTION 5, 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 1458 W. Augusta, Chicago, IL 60622. The Real Property tax identification number is 17-05-309-078.

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

**RECITALS:**

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$895,000.00, as evidenced by a Promissory Note dated June 1, 2010, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended, modified or replaced from time to time, the "Note").

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property located at 1458 W. Augusta, Chicago, IL 60622 (the "Property"), (ii) that certain Assignment of Rents dated June 1, 2010, recorded August 16, 2010 in the office of the Cook County Recorder as Document #1022812066 (the "Assignment of Rents") on the Property. The Business

PRECISION TITLE 12/12/12-17 ACCOMMODATION

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## MODIFICATION OF MORTGAGE (Continued)

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Loan Agreement, the Promissory Note, the Mortgage, the Assignment of Rents and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$863,608.83.

D. The Note matured on June 1, 2012. The Borrower has requested that Lender extend the maturity date until June 1, 2013 and Lender is willing to extend the maturity date until June 1, 2013, on the terms and conditions set forth hereinafter.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Extension of the Maturity Date.**

a) The Maturity Date of the Note is hereby amended and extended from June 1, 2012 to June 1, 2013. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean June 1, 2013.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

2. **Renewal Note.** Contemporaneously with the execution of this Agreement a promissory note of even date herewith shall be executed by Borrower in the principal amount of \$863,608.83, having a maturity date of June 1, 2013. The Interest rate on the Promissory Note dated June 1, 2012 is stated to be 5.25% per annum. The Note shall have a Balloon payment at maturity. This Note shall restate and replace the Promissory Note dated June 1, 2010 in the principal amount of \$895,000.00. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated June 1, 2012. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Promissory Note dated June 1, 2012.

**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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage


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## MODIFICATION OF MORTGAGE (Continued)

shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**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 1, 2012.**

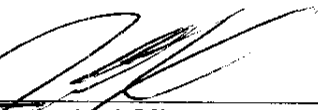
GRANTOR:

x   
\_\_\_\_\_  
Jose A. Pulido

x   
\_\_\_\_\_  
Maria Pulido a/k/a Maria C. Pulido

LENDER:

DIAMOND BANK FSB

x   
\_\_\_\_\_  
Authorized Officer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

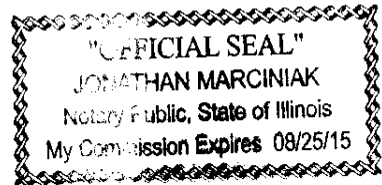
On this day before me, the undersigned Notary Public, personally appeared **Jose A. Pulido and Maria Pulido a/k/a Maria C. Pulido** to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of October, 2012.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 8/25/15



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 25th day of October, 2012 before me, the undersigned Notary Public, personally appeared Jonathan Marciniak and known to me to be the Vice-President, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB** duly authorized by **Diamond Bank FSB** 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 **Diamond Bank FSB**.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 11/10/15

