

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Park Federal Savings Bank  
55th Street Office  
2740 West 55th Street  
Chicago, IL 60632 ✓



Doc#: 1233329059 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/28/2012 10:50 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

Park Federal Savings Bank  
55th Street Office  
2740 West 55th Street ✓  
Chicago, IL 60632

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Mary March, Loan Administrator  
Park Federal Savings Bank  
2740 West 55th Street ✓  
Chicago, IL 60632

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 26, 2012, is made and executed between Osvaldo Gutierrez, married to Ruperta Gutierrez, whose address is 9216 South Karlov Avenue, Oak Lawn, IL 60453 (referred to below as "Grantor") and Park Federal Savings Bank, whose address is 2740 West 55th Street, Chicago, IL 60632 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 23, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A mortgage dated August 23, 2007 and recorded in the Office of the Recorder of Cook County as Document Number 0726242134.

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

THE NORTH 10 FEET OF LOT 33 AND LOT 34 (EXCEPT THE NORTH 10 FEET THEREOF) EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 15, IN BLOCK 1 IN KAISER AND COMPANY'S KEDVALE GARDENS, IN SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ✓

The Real Property or its address is commonly known as 5938 South Pualski Road, Chicago, IL 60629. The Real Property tax identification number is 19-15-407-050-0000. ✓

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

Your loan Maturity Date will be extended to the following: The remaining Principal balance and interest will be due and payable in a single balloon payment on October 1, 2017. Your interest rate to maturity will remain at Seven and One Half (7.500%) Percent per annum. Principal and interest payments will change to One Thousand Ninety Four Dollars and 09/100 Cents (\$1,094.09) per month beginning November 1, 2012. All other terms and conditions of the original Note and Mortgage remain the same.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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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 endorser, 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.

**RELEASE DEED RECORDING FEE.** Upon loan payoff, a fee to record the Release Deed Document will be included in the final amount due. The amount collected will correspond with the amount charged by the applicable County Recorder's Office at the time of payoff.

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

GRANTOR:

Oswaldo Gutierrez

LENDER:

PARK FEDERAL SAVINGS BANK

Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

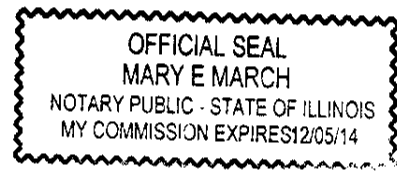
On this day before me, the undersigned Notary Public, personally appeared **Oswaldo Gutierrez, married to Ruperta Gutierrez** to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26<sup>th</sup> day of October, 2012

By Mary E March Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12-5-14



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 26<sup>th</sup> day of October, 2012 before me, the undersigned Notary Public, personally appeared NANCY BERCHATSCH and known to me to be the VICE PRESIDENT, authorized agent for **Park Federal Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Park Federal Savings Bank**, duly authorized by **Park Federal Savings 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 **Park Federal Savings Bank**.

By Mary E March Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12-5-14

