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Doc#: 1234229028 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2012 09:58 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
COLE TAYLOR BANK
COMMERCIAL REAL ESTATE
BANKING GROUP
225 WEST WASHINGTON
CHICAGO, IL 60606

WHEN RECORDED MAIL TO:
Cole Taylor Bank
Loan Services
P.O. Box 88452 - Dept A
Chicago, IL 60680-8452

SEND TAX NOTICES TO:
EFRAIN ZAVALA
EDUARDO ZAVALA
6243 W. DIVERSEY AVENUE
CHICAGO, IL 60639

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
COLE TAYLOR BANK
COLE TAYLOR BANK
P.O. BOX 88452 - DEPT. A
CHICAGO, IL 60680

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 12, 2012 is made and executed between EFRAIN ZAVALA and EDUARDO ZAVALA, AS JOINT TENANTS (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 225 WEST WASHINGTON, CHICAGO, IL 60606 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 12, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED JUNE 12, 2007 AND RECORDED WITH THE COOK COUNTY RECORDER'S DEEDS OFFICE JUNE 26, 2007 AS DOCUMENT NO. 0717747056 AND ASSIGNMENT OF RENTS DATED JUNE 12, 2007 AND RECORDED WITH THE COOK COUNTY RECORDER'S DEEDS OFFICE JUNE 26, 2007 AS DOCUMENT NO. 0717747057.

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

LOT 5 IN BLOCK 2 IN TITLEY'S SUBDIVISION OF LOT 1 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33-1/3 ACRES) AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33-1/3 ACRES) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5849 W. DIVERSEY AVENUE, CHICAGO, IL 60639. The Real Property tax identification number is 13-29-402-003-0000.

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

The word "Note" means the promissory note dated September 12, 2012, in the original principal amount of \$239,182.88 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such promissory notes or agreements. The interest

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

Loan No: 105833-50001

Page 2

rate on the promissory note is 6.750% per annum and the maturity date is November 12, 2015. The promissory note is a restatement, replacement and substitute for, but not a repayment.

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of any one or more of Eduardo Zavala, Efrain Zavala and Maria Zavala (each an "Obligor") to Lender, as well as all claims by Lender against any Obligor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether such Obligor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Such secured obligations, include, without limitation, (i) that certain Promissory Note dated September 12, 2012 in the original principal amount of \$239,182.88 executed by Eduardo Zavala and Efrain Zavala payable to the order of Lender with an interest rate equal to 6.75% Fixed Rate, determined and calculated as set forth in such Promissory Note, and maturity date of November 12, 2015, (ii) that certain Promissory Note dated September 22, 2011 in the original principal amount of \$515,160.84 executed by Eduardo Zavala payable to the order of Lender with an interest rate equal to 7.900% Fixed Rate, determined and calculated as set forth in such Promissory Note, and maturity date of July 30, 2013, and (iii) that certain Promissory Note dated October 11, 2011 in the original principal amount of \$140,431.00 executed by Eduardo Zavala and Maria Zavala payable to the order of Lender with an interest rate equal to 7.500% Fixed Rate, determined and calculated as set forth in such Promissory Note, and maturity date of July 30, 2013, in each case, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such Promissory Notes.

CROSS DEFAULT. In addition to the Events of Default set forth elsewhere herein, an Event of Default shall occur hereunder if a default or event of default shall occur under any agreement between the Lender and Efrain Zavala, Eduardo Zavala and Maria Zavala including, without limitation, that certain Promissory Note dated September 12, 2012 in the original principal amount of \$239,182.88.00 executed by Efrain Zavala and Eduardo Zavala payable to Lender, as any such agreement may be amended, restated, supplemented, modified or replaced from time to time.

Grantor and Lender agree that the foregoing modifications modify the Assignment and the Mortgage.

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.

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MODIFICATION OF MORTGAGE (Continued)


Loan No: 105833-50001

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 12, 2012.


GRANTOR:

X 
EFRAIN ZAVALA

X 
EDUARDO ZAVALA

LENDER:

COLE TAYLOR BANK

X 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

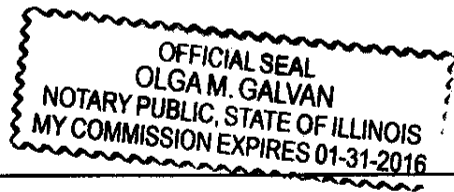
On this day before me, the undersigned Notary Public, personally appeared EFRAIN ZAVALA and EDUARDO ZAVALA, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the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

Given under my hand and official seal this 6th day of December, 20 12.

By  Residing at _____

Notary Public in and for the State of Illinois

My commission expires 1-31-2016



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 105833-50001

Page 4

LENDER ACKNOWLEDGMENT

STATE OF _____)

) SS

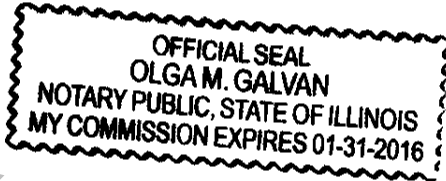
COUNTY OF _____)

On this 07 day of December 2012 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **COLE TAYLOR BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **COLE TAYLOR BANK**, duly authorized by **COLE TAYLOR 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 **COLE TAYLOR BANK**.

By *Olga M. Galvan* Residing at _____

Notary Public in and for the State of Ill

My commission expires 1-31-20-16



PROVIDER Cook County Clerk's Office