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**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:**

Phyllis F. Franklin, Esq.  
Chuhak & Tecson, P.C.  
30 S. Wacker Drive,  
Suite 2600  
Chicago, Illinois 60606

**Property:**

6310-14 W. Cermak  
Berwyn, Illinois 60402



**Doc#: 1308616024 Fee: \$54.00**  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/27/2013 10:52 AM Pg: 1 of 9

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## MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES ("**Modification**") is dated December 1, 2012, but made effective as of April 10, 2012, by MANUEL CASTILLO, a married man, MARTINA CASTILLO, a married woman and CARLOS CASTILLO, a married man (collectively the "**Mortgagors**"), to and for the benefit of BANCO POPULAR NORTH AMERICA, its successor and assigns ("**Mortgagee**").

### RECITALS

A. Mortgagors and Mortgagee have entered into (i) a Mortgage dated April 25, 2003, from Mortgagors to Mortgagee, recorded with the Recorder of Deeds in Cook County, Illinois on May 23, 2003, as Document No. 0314301160, as subsequently modified by that certain Modification of Mortgage dated April 25, 2007 and May 15, 2007, respectively, which were recorded with the Cook County Recorder of Deeds on May 18, 2007 and July 2, 2007, respectively, as Document Numbers 0713847073 and 0718308074, respectively (collectively, the "**Mortgage**") and (ii) an Assignment of Rents and Leases dated May 25, 2003, from Mortgagors to Mortgagee, recorded with the Recorder of Deeds in Cook County, Illinois on May 23, 2003 as Document No. 0314301161 ("**Assignment**"), affecting real property located in Cook County, Illinois, commonly known as 6310 W. Cermak, Berwyn, Illinois, and legally described as follows:

See Legal Description on Exhibit A, attached hereto and made a part hereof.

B. The Mortgage and Assignment secure the loan facility provided by Mortgagee to the Mortgagors, on or about April 25, 2003 in the original principal amount of \$640,000.00, as thereafter modified ("**Loan**").

C. Mortgagee is willing to agree to modify the Loan pursuant to a Forbearance, Loan Modification and Deed in Lieu of Foreclosure Agreement ("**Agreement**") of even date herewith

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provided that the Mortgage is modified in accordance with the terms of such Agreement as hereinafter set forth. Any capitalized term not defined in herein shall have the definition ascribed to it in the Loan Agreement:

## MODIFICATIONS AND AGREEMENTS

1. Modifications. Mortgagee and Mortgagors hereby modify the Mortgage as follows:

The definition of “**Note**” set forth in the Mortgage is hereby amended as follows: “The word “**Note**” means that certain Promissory Note dated April 25, 2003, in the original principal amount of \$640,000.00, as more recently amended by those certain Change in Terms Agreements dated April 25, 2007 and May 15, 2007, respectively, made by and between Mortgagee and Mortgagors, and most recently amended by that certain Amended and Restated Secured Promissory Note attached to that certain Forbearance, Loan Modification and Deed in Lieu of Foreclosure Agreement dated December 1, 2012 (the “**Agreement**”), with a current principal balance of \$876,414.83, maturing on December 31, 2015 and accruing interest at the rate of 5.25% and all other subsequent amendments, supplements, modifications, renewals, extensions, restatements, substitutions and replacements (if any) of such Promissory Note.”

2. 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 its respective terms, as a first priority lien. Consent by Mortgagee to this Modification does not waive Mortgagee’s right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage. It is the intention of Mortgagee 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 Mortgagee 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 Mortgagee 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.
3. Mortgage Validity. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagors in favor of Mortgagee. Mortgagors has no claims, counterclaims or set-offs with respect to the Loan or the Loan Documents as modified herein or in the Agreement. Mortgagors understand and acknowledge that the Mortgagee entered into the Agreement in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagors hereby confirm and reaffirm all of the representations and warranties in the Mortgage as of the date hereof as being true, accurate and complete.

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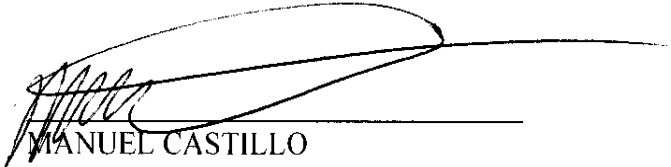
4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Agreement is singular in nature and should not be construed to represent a waiver of any other term of this Agreement, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Loan Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagors hereby expressly consent to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

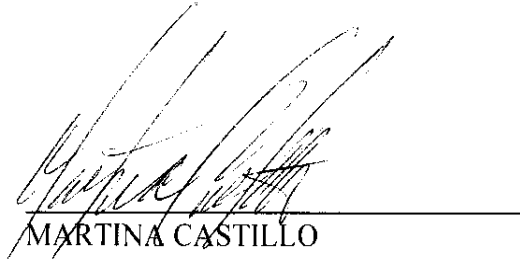
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IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date first above written.

**MORTGAGORS:**

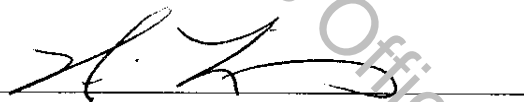
  
\_\_\_\_\_  
MANUEL CASTILLO

  
\_\_\_\_\_  
MARTINA CASTILLO

  
\_\_\_\_\_  
CARLOS CASTILLO

**LENDER:**

BANCO POPULAR NORTH AMERICA

By:   
Name: NICHOLAS LESNIAK  
Its: ASSISTANT VICE PRESIDENT

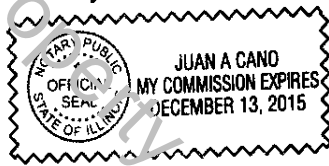
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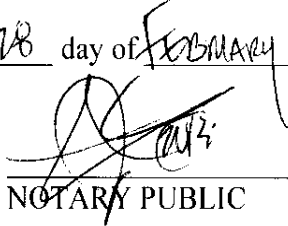
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State of Illinois )  
 ) SS  
County of COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MANUEL CASTILLO, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed and delivered the said MANUEL CASTILLO, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of FEBRUARY, 2013.



  
\_\_\_\_\_  
NOTARY PUBLIC

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State of Illinois )  
 ) SS  
County of Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MARTINA CASTILLO is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged she signed and delivered the said MARTINA CASTILLO as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of February, 2013.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

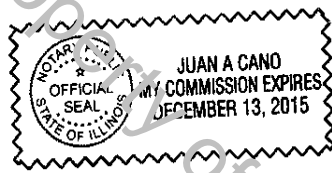
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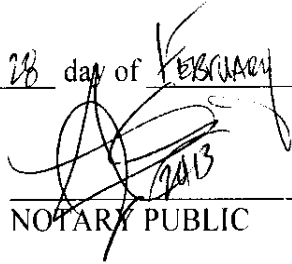
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State of Illinois )  
 ) SS  
County of COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CARLOS CASTILLO, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged he signed and delivered the said CARLOS CASTILLO, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of FEBRUARY, 2013.



  
\_\_\_\_\_  
NOTARY PUBLIC

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 19 IN BLOCK 6 IN PINKERT AND SONS' 22<sup>ND</sup> STREET SUBDIVISION OF LOT 6 IN CIRCUIT COURT PARTITION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 6310-14 W. CERMAK, BERWYN, IL 60402

P.I.N. NUMBER: 16-20-330-024-0000

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