

*Acc. Cont.*  
RECORDATION REQUESTED BY:  
BANCO POPULAR NORTH AMERICA  
120 Broadway 16<sup>th</sup> Floor  
NEW YORK, NY 10271

UNOFFICIAL COPY



Doc#: 1311348023 Fee: \$46.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/23/2013 12:52 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**  
BANCO POPULAR NORTH AMERICA  
120 Broadway 16<sup>th</sup> Floor  
NEW YORK, NY 10271

Attn: Residential Mortgage Loan Department

USE ONLY

SPAC<sub>1</sub>

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE with an effective date of April 1<sup>st</sup>, 2013, is made and executed between Stephan W. Magenta and Lory A. Magenta, husband and wife, whose address is 1055 Conrad Court, Elk Grove Village, Illinois 60007 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 120 BROADWAY, 16<sup>TH</sup> FLOOR, NEW YORK, NY 10271 (referred to below as "Lender").**

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 23rd, 2011 (the "Mortgage"), which has been recorded in Cook County, State of Illinois, as follows:

Original Mortgage dated September 23rd, 2011 given to Banco Popular North America, recorded in the office of Cook County Recorder's Office on October 31st, 2011 as DOC# 1130442110

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

See attached exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein,

The Real Property or its address is commonly known as 1055 Conrad Court, Elk Grove Village, Illinois 60007.

NOTE. The note, bearing the same date as, and secured by, the Mortgage, which covers the real property described in said Mortgage and defined therein as the Property, identified as: 1055 Conrad Court, Elk Grove Village, Illinois 60007.

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

At this time, the mortgage is being modified to reflect the following changes: outstanding principal balance of \$117,683.27, a new principal and interest payment of \$551.49, and a new interest rate of 3.625%. The Maturity Date of October 1st, 2041 and all other terms, covenants and provisions of the Mortgage and Note remain unchanged.

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. Except as expressly modified above, the terms of the original Note shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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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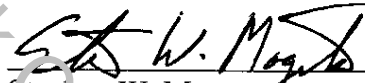
**MODIFICATION OF MORTGAGE**  
(Continued)

Loan No: 7122439404


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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AS OF 6/2/13.

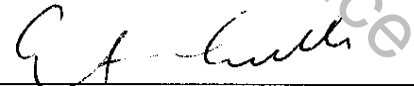
**GRANTOR:**

  
\_\_\_\_\_  
Stephan W. Magenta

**PRAIRIE TITLE SERVICES**  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

  
\_\_\_\_\_  
Lory A. Magenta

**BANCO POPULAR NORTH AMERICA:**

By:   
\_\_\_\_\_

Name: Evelyn Gutierrez-LaSalle

Title: Assistant Vice President

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ATTORNEYS' TITLE GUARANTY FUN'D, INC.

## LEGAL DESCRIPTION

**Legal Description:**

Lot 5152 in Elk Grove Village Section 17, being a Subdivision in Section 25 and Section 46, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded November 14, 1969 as Document No. 21013188, in Cook County, Illinois.

**Permanent Index Number:**

Property ID: 07-36-200-102-0000

**Property Address:**

1055 Conrad Ct.  
Elk Grove Village, IL 60007-3015

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR/BORROWER ACKNOWLEDGMENT

SS

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of March in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared **Stephan W. Magenta**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By *Janet L Rosch*  
Notary Public

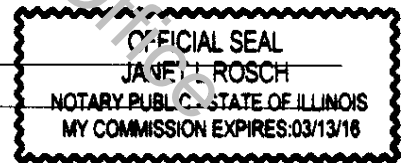
My commission expires \_\_\_\_\_



On the \_\_\_\_\_ day of March in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared **Lory A. Magenta**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By *Janet L Rosch*  
Notary Public

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF NEW YORK)

SS

COUNTY OF NEW YORK)

On the <sup>th</sup> 26 day of March in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared **Evelyn Gutierrez LaSalle**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By Monette R Knox  
Notary Public

My commission expires January 29, 2015

VONETTA R. KNOX  
Notary Public, State of New York  
Qualified in King County  
Reg. No. 01KN6159993  
My Commission Expires Jan. 29, 20 15

Property of King County Clerk's Office