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RECORDATION REQUESTED BY:

Diamond Bank FSB
1051 Perimeter Drive
Schaumburg, IL 60173

Doc#: 1311555153 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/25/2013 02:46 PM Pg: 1 of 5

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 March 11, 2013, is made and executed between Tamara Tanzillo a/k/a Tamara Tanzillo Hoffman a/k/a Tamara Hoffman, whose address is 1025 W. Vernon Place, Unit C, Chicago, IL 60607 (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 November 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded December 13, 2005 in the office of the Cook County Recorder as Document #0534735253.

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

PARCEL 1: UNIT 1025 W. VERNON PARK PLACE, C, IN THE TOWNHOMES OF VERNON PARK PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: BEING PARTS OF BLOCKS 1 AND 2 IN J. B. WALLER'S SUBDIVISION OF BLOCK 8 OF CANAL TRUSTEE'S SUBDIVISION OF SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND VACATED NORTH AND SOUTH ALLEYS AND PARTS OF EAST AND WEST ALLEYS IN SAID BLOCKS 1 AND 2, AND PART OF MILLER STREET ADJOINING SAID BLOCKS 1 AND 2 AND PART OF VACATED MILLER STREET ADJOINING SAID BLOCKS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87518217, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF INDOOR PARKING SPACE NUMBER P-45, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION DESCRIBED ABOVE, RECORDED AS DOCUMENT NO. 87518217, AS AMENDED FROM TIME TO TIME.

The Real Property or its address is commonly known as 1025 W. Vernon Place, Unit C, Chicago, IL 60607. The Real Property tax identification number is 17-17-412-044-1043.

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

PRECISION TITLE D B048513-1 ACCOMMODATION

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MODIFICATION OF MORTGAGE (Continued)

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RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$33,000.00, as evidenced by a Home Equity Line of Credit Agreement dated November 10, 2005, 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 1025 W. Vernon Park Place Unit C, Chicago, IL 60607 (the "Property"). The Note, the Mortgage 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 \$32,843.45.

D. The Note matured on November 16, 2012. The Borrower has requested that Lender extend the maturity date until March 11, 2016 and Lender is willing to extend the maturity date until March 11, 2016, 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 November 16, 2012 to March 11, 2016. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean March 11, 2016.

(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 \$32,843.45, having a maturity date of March 11, 2016. The Interest rate on the Promissory Note dated March 11, 2013 is stated to be 4.00% per annum. The Note shall have a Balloon payment at maturity. This Note shall rescind and replace the Home Equity Line of Credit Agreement dated November 10, 2005 in the principal amount of \$33,000. All references in any and all Loan Documents to the "Note" shall now include the Promissory Note dated March 11, 2013. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the Promissory Note dated March 11, 2013.

3. Amendment of Grantor.

With this agreement, the Grantor of the property is hereby amended to be Tamara Tanzillo Hoffman. All references to the "Grantor" or "Mortgagor" shall now mean Tamara Tanzillo Hoffman.

4. Future Advance Mortgage.

Effective the date of this Agreement, the mortgage is no longer a future advance mortgage.

5. Maximum Lien Amount.

At no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$32,843.45.

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(Continued)**

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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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 11, 2013.

GRANTOR:

x Tamara Tanzillo

Tamara Tanzillo a/k/a Tamara Tanzillo Hoffman a/k/a Tamara Hoffman

LENDER:

DIAMOND BANK FSB

x JCF
Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

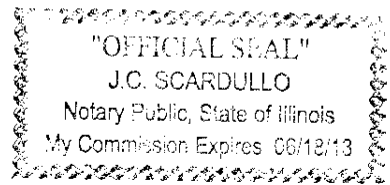
STATE OF IL)
) SS
 COUNTY OF Will)

On this day before me, the undersigned Notary Public, personally appeared **Tamara Tanzillo a/k/a Tamara Tanzillo Hoffman a/k/a Tamara Hoffman**, 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 11th day of April, 2013.

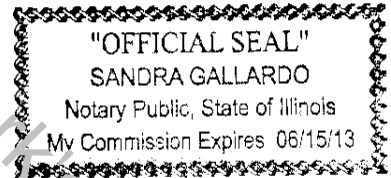
By [Signature] Residing at Diamond Bank, Schaumburg, IL
 Notary Public in and for the State of IL

My commission expires 6/18/13



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)



On this 11th day of April, 2013 before me, the undersigned Notary Public, personally appeared Jana Scardullo and known to me to be the Loan Officer, 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 Schaumburg, IL
 Notary Public in and for the State of Illinois

My commission expires 6/15/13

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MODIFICATION OF MORTGAGE (Continued)

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