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This instrument prepared by:

Attorney Benjamin S. Stern
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330 E. Kilbourn Ave., Ste. 1275
Milwaukee, WI 53202



Doc#: 1314245005 Fee: \$52.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/22/2013 08:31 AM Pg: 1 of 8

After recording mail to:

Attorney Benjamin S. Stern
Chernov, Stern & Krings, S.C.
330 E. Kilbourn Ave., Ste. 1275
Milwaukee, WI 53202

(Above Space for Recorder's Use Only)

MORTGAGE AMENDMENT AND RATIFICATION AGREEMENT

THIS MORTGAGE AMENDMENT AND RATIFICATION AGREEMENT ("Agreement") is made as of April 25, 2013, by **CARLOS ALVAREZ**, an Illinois individual ("Borrower"), and **BRISTLECONE I, LLC, a Wisconsin Limited Liability Company** ("Lender"), successor in interest to Associated Bank, N.A.

RECITALS

A. Borrower executed and delivered on the 23th day of July, 2008 to Associated Bank, N.A. a Term Note in the principal amount of \$509,238.63 ("Note A").

B. Borrower executed and delivered on the 28th day of July, 2008 to Associated Bank, N.A. a Term Note in the principal amount of \$484,000.00 ("Note B").

C. Both Note A and Note B are secured by a mortgage dated as of July 28, 2008 made by Borrower, which Mortgage was recorded with the Office of Recorder of Deeds of Cook County on August 21, 2008 as Document No. 0823415093. This Mortgage encumbers property located at 2433 West Fletcher Street, Chicago, Illinois, described on Exhibit A, and property located at 3128 W. Warren Street, Chicago, Illinois, described on Exhibit B.

D. Both Note A and Note B are also secured by a mortgage dated as of July 28, 2008 made by Borrower, which Mortgage was recorded with the Office of Recorder of Deeds of Cook County on August 21, 2008 as Document No. 0823415095. This Mortgage also encumbers property located at 2433 West Fletcher Street, Chicago, Illinois, described on Exhibit A, and property located at 3128 W. Warren Street, Chicago, Illinois, described on Exhibit B.

S Yes
P 8
S NO
M NO
SC Yes
E Yes
INT Yes

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E. Both mortgages referred to above shall be jointly referred to in this document as "the Mortgages."

F. All Notes and Mortgages referred to above have been assigned to Lender.

G. There is now jointly due and owing on the Notes the aggregate Principal amount of \$953,298.01.

H. Borrower has requested that Lender enter into a Loan Modification Agreement with Borrower, (the "Modification Agreement"), and as a condition to entering into that Modification Agreement, Lender requires the Mortgages be amended as provided herein.

Now, therefore, in consideration of the foregoing and of the covenants and agreements contained herein, the parties hereto agree as follows:

1. General. The foregoing Recitals are incorporated into this Agreement by this reference and are true and correct.

2. Amendment to Mortgages. The Mortgages are hereby amended by as follows:

The definition of "Maximum Lien" clause in each of the Mortgages is changed to read as follows:

MAXIMUM LIEN. At no times shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$953,298.01.

3. Ratification and Confirmation. Except as herein amended, the Note, the Mortgage and the other Loan Documents are agreed by Borrower to be in full force and effect, enforceable by Lender, and subject to no defenses of any kind.

4. Other Provisions. The parties hereto intend and believe that each provision in this Agreement comports with all applicable law. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable law, and if a court should declare such provision of this Agreement to be unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such unlawful, void or unenforceable provision were not contained therein. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the undersigned and their respective successors and assigns. The terms "Borrower" shall include the respective successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs of each of the Borrower.

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5. WAIVER OF JURY TRIAL. BORROWER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS HE MAY HAVE TO A TRIAL BY JURY FOR ANY LITIGATION BASED HEREON, ON ANY OF THE NOTES OR THE LOAN DOCUMENTS OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS WHETHER VERBAL OR WRITTEN, OR ACTIONS OF LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE TRANSACTION EVIDENCED BY THIS AGREEMENT.

(Signatures continue on attached page)

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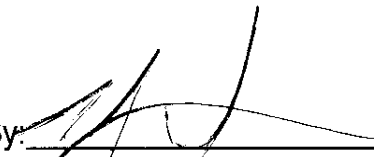
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

BORROWER
Carlos Alvarez

By:  _____

LENDER
BRISTLECONE I, LLC

By:  _____
Name: Michael J. Wagner
Title: Member

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

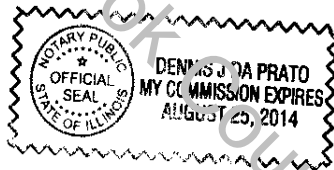
I, DENNIS DA PRATO, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Carlos Alvarez, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this 25th day of April, 2013.



[Signature]
Notary Public

My Commission Expires: 8/25/14



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EXHIBIT A

The Property

Lot 8 (Except the East 12 Feet thereof) and Lot 9 in Block 3 in Jones' North Branch Addition, being a subdivision of Lot 18 (Except the East 290 Feet of the North 150.4 Feet Thereof) in the Snow Estate Subdivision by the Superior court in the East ½ of the Northeast ¼ of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property is commonly known as: 2433 West Fletcher, Chicago, Illinois 60618.

Real Property Tax Identification Number: 13-25-207-007

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EXHIBIT B

The Property

The East 6 Feet of Lot 25 and Lot 26 (Except the East 2 ¾ inches thereof) in Block 22 in Lee and Others Subdivision of the Southwest ¼ of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property is commonly known as: 3128 West Warren Street, Chicago, Illinois 60612.

Real Property Tax Identification Number: 16-12-324-028-0000

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