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**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 30380-8452

SEND TAX NOTICES TO:
BENJAMIN MUNCZ
4516 WEST PARKER AVENUE
CHICAGO, IL 60639



Doc#: 1325416076 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 09/11/2013 04:53 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Cole Taylor COLE TAYLOR BANK 225 WEST WASHINGTON CHICAGO, IL 60606

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 18, 2013, is made and executed between BENJAMIN MUNOZ (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 Fabruary 18, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated February 18, 2005 recorded March 16, 2005 with the Cook County Recorder of Deeds, Document No. 0507514058 and Assignment of Rents dated February 18, 2005 recorded March 16, 2005 with the Cook County Recorder of Deeds, Documents No. 0507514059.

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

LOT 19 IN BLOCK 7 IN VAN H. HIGGIN'S SUBDIVISION OF THE 25 ACRES SOUTH OF AND ADJOINING THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4463 S. Princeton, Chicagoo, IL 60609. The Real Property tax identification number is 20-04-416-014.

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

The word "Note" means the promissory note dated June June 18, 2013, in the original principal amount of \$493,922.61 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory or agreement.

Cross-Collateralization. In addition to the Note, the Mortgages and Assignments secure all obligations, debts and liabilities, plus interest thereon, of any one or more of Grantor to Lender, as well as all claims by

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1325416076 Page: 2 of 4

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 96776-50002

Page 2

Lender against any Obligor, or one or more of them, 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

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 Lender and Benjamin Muncz payable to the order of Lender, as such Promissory Notes may be amended, restated, supplemented, incdified or replaced from time to time or any indebtedness thereunder shall become or be declared to be due and payable (other than a regularly scheduled required prepayment) prior to the stated maturity thereof.

Grantor and Lender agree that the foregoing modifications modify the Assignments and the Mortgages.

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 Lendor 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 endo ser 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 waver 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 JUNE 18, 2013. 3/4/2 O 1/1/C

**GRANTOR:** 

LENDER:

**COLE TAYLOR BANK** 

Authorized Signer

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1325416076 Page: 3 of 4

Page 3

# **UNOFFICIAL COPY**

Loan No: 96776-50002

MOD	(Continued)	1GAGE

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF)	
) SS	
COUNTY OF	
On this day before me, the undersigned Notary Public, personally appeared <b>BENJAMIN MUNOZ</b> , to me to be the individual described in and who executed the Modification of Mortgage, and acknowledged that she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes mentioned.	t he or therein
Given under my hand and official seal this 15th day of AUGUST , 20	<u>/</u> タ
By Muchaeline a. Wayres Residing at	
Notary Public in and for the State of	
My commission expires (CIAL SEAL)	
LENDER ACKNOWLEDGMENT	
STATE OF ) C	
STATE OF	
On this	Notary
authorized agent for COLE TAYLOR BANK that executed the within and foregoing instrumed acknowledged said instrument to be the free and voluntary act and deed of COLE TAYLOR BANK through its board of directors or otherwise, for the uses and put therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and executed this said instrument on behalf of COLE TAYLOR BANK.	<b>(</b> , duly irposes
By Muchaeline a Maura Residing at	
Notary Public in and for the State of	
My commission expires  LINE A. MANOS  C. STATE OF ELEMENTS  SION EXPIRED CO.	
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1325416076 Page: 4 of 4

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 96776-50002

Page 4

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