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1325416078

RECORDATION REQUESTED BY:
COLE TAYLOR BANK
COMMERCIAL REAL ESTATE
BANKING GROUP
225 WEST WASHINGTON
CHICAGO, IL 60606

Doc#: 1325416078 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

WHEN RECORDED MAIL TO:
Cole Taylor Bank
Loan Services
P.O. Box 88452 - Dept A
Chicago, IL 60680-8452

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Cole Taylor Bank
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 February 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. 0507514062 and Assignment of Rents dated February 18, 2005 recorded March 16, 2005 with the Cook County Recorder of Deeds, Documents No. 0507514063

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

LOT 11 IN BLOCK 2 IN ALVA TROWBRIDGE AND OTHER SUBDIVISION OF TH EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1932 NORTH WHIPPLE STREET, CHICAGO, IL 60647. The Real Property tax identification number is 13-36-302-034-0000.

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

The word "Note" means the promissory note dated 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,

4 pgs.

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debts and liabilities, plus interest thereon, of any one or more of Grantor to Lender, as well as all claims by 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 Munoz payable to the order of Lender, as such Promissory Notes may be amended, restated, supplemented, modified 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 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 endorsers 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 JUNE 18, 2013.

GRANTOR:

x Benjamin Munoz
BENJAMIN MUNOZ

LENDER:

COLE TAYLOR BANK

x Shelley Belanger
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

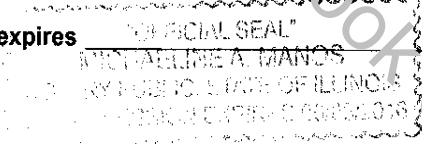
STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **BENJAMIN MUNOZ**, 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 15TH day of AUGUST, 2013.

By Michaeline A. Maus Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____


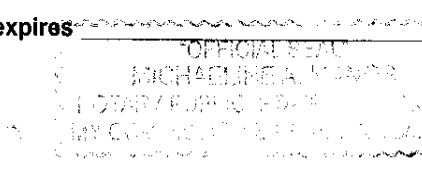
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

On this 15TH day of AUGUST, 2013 before me, the undersigned Notary Public, personally appeared DELONDA L. BELANGER and known to me to be the M.P., authorized agent for **COLE TAYLOR BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **COLE TAYLOR BANK**, duly authorized by **COLE TAYLOR BANK** 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 **COLE TAYLOR BANK**.

By Michaeline A. Maus Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____


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MODIFICATION OF MORTGAGE (Continued)

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