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Doc#: 1403649014 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/05/2014 10:38 AM Pg: 1 of 3

13-1394
VH

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 13th day of January, 2014, between Filiberto Favel and Maria Favela, as joint tenants, whose address is 3139 N. Central Avenue, Chicago, Illinois 60634 ("Mortgagor"), and GreenChoice Bank, fsb whose address is 5225 W. 25th Street, Cicero, Illinois 60804 ("Lender").

GreenChoice Bank, fsb and Mortgagor entered into a Mortgage dated August 19, 2005 and recorded on September 6, 2005, filed for record in records of COUNTY of COOK, State of Illinois, with recorder's entry number 0524935248 ("Mortgage"). The Mortgage covers the following described real property:

Address: 3139-41 N. Central Avenue, Chicago, Illinois 60634

Legal Description: LOTS 13 AND 14 IN BLOCK 1 IN KENDALL AND BELMONT AND 56TH AVENUE SUBDIVISION IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 13-28-100-042-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Change the Maturity Date to January 13, 2019.

The Mortgage is being increased to \$322,500.00

Effective January 13, 2014 the interest will change to 5.50% fixed.

The maturity date on the mortgage is hereby removed.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of

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 Modification Agreement - Real Estate Security Instrument DL6916 Page 1 of 3 www.compliancesystems.com

F.F Initials MF

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Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Filberto Favela (Seal) _____ (Seal)
 Filberto Favela 1-13-14 Date Maria Favela 1-13-14 Date
 Individually Individually

INDIVIDUAL ACKNOWLEDGMENT

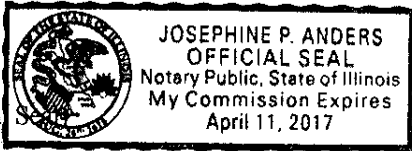
STATE OF ILLINOIS)
)
 COUNTY OF COOK)

The foregoing instrument was acknowledged by **Filberto Favela** and **Maria Favela**, before me on **January 13, 2014**. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: [REDACTED]

Josephine P. Anders
 [REDACTED]

Cook County, IL
 Identification Number [REDACTED]



(Official Seal)

Initials *F-F* *MF*

