

UNOFFICIAL COPY



1419249013

Doc#: 1419249013 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/11/2014 02:59 PM Pg: 1 of 4

Doc#: 1224955334 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/05/2012 02:48 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
Northbrook Bank & Trust
Company
1100 Waukegan Road
Northbrook, IL 60062

SEND TAX NOTICES TO:

LN# 112005667-0

FL 6881533 - 402

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Northbrook Bank & Trust Company
1100 Waukegan Road
Northbrook, IL 60062

*this document is being re-recorded
to correct the recorded number of
Assignment of Rents to read
#0402733090

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 5, 2012, is made and executed between Jose A. Zuniga and Nancy A. Zuniga, in joint tenancy (referred to below as "Grantor") and Northbrook Bank & Trust Company, whose address is 1100 Waukegan Road, Northbrook, IL 60062 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 20, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED JANUARY 27, 2004 AS DOCUMENT NUMBER 0402733089 & 0402733089*WITH THE COOK COUNTY RECORDER OF DEEDS TO LABE BANK FORMERLY KNOWN AS FIRST CHICAGO BANK & TRUST, ALL TERMS AND CONDITIONS OF SAID MORTGAGE HEREIN AND MADE A PART HEREOF WITH ANY MODIFICATIONS THEREOF AND PURSUANT THE FOLLOWING:

NORTHBROOK BANK & TRUST COMPANY ("LENDER"), SUCCESSOR PURSUANT TO A PURCHASE AND ASSUMPTION AGREEMENT BY AND BETWEEN FDIC, AS THE RECEIVER OF THE ASSETS AND LIABILITIES OF FIRST CHICAGO BANK & TRUST PURSUANT TO 12 U.S.C. 1821(D)(2)(A), AS SELLER AND LENDER AS BUYER, DATED JULY 8, 2011.

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

PARCEL 1: LOTS 14 AND 15 EXCEPT THAT PART OF LOTS 14 AND 15 IN BLOCK 2 IN WILLIAM B. HATTERMAN'S SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 BEING THE INTERSECTION OF THE NORTH LOT OF WOLFRAM STREET WITH EAST LINE OF NORTH AND SOUTH ALLEY THENCE NORTH ALONG THE WESTERLY LOT

54.00

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

OF SAID LOT 14, 55 FEET 11 1/4 INCHES THENCE EAST AT RIGHT ANGLES TO SAID WESTERLY LOT OF LOT 14 TO THE EAST LOT OF SAID LOT 15, THENCE ALONG THE EAST LOT OF LOT 15 SOUTHWESTERLY AND SOUTH TO THE EAST CORNER OF SAID LOT 15 THENCE WEST ALONG THE SOUTH LINES OF LOTS 14 AND 15 TO THE POINT OF BEGINNING

PARCEL 2: EASEMENTS FOR INGRESS CONTAINED IN AGREEMENT DATED FEBRUARY 28, 1984 AND RECORDED APRIL 30, 1915 IN BOOK 13410 PAGE 103 AS DOCUMENT 5623620 DESCRIBED AS FOLLOWS: (A) FOR PERSONS, WAGONS AND OTHER VEHICLES OVER THAT PART OF LOTS 14 AND 15 IN BLOCK 2 IN WILLIAM E. HATTERMAN'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 DESCRIBED AS COMMENCING AT A PART OF THE WESTERLY LINE OF LOT 14 WHICH IS 44 FEET AND 11/14 INCHES NORTH OF THE SOUTHWEST CORNER OF SAID LOT 14, THENCE PROCEEDING NORTH ALONG THE WESTERLY LINE OF LOT 14, 11 FEET THENCE EAST AND AT RIGHT ANGLES TO SAID WESTERLY LINE OF SAID LOT 14 11 FEET THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 5 FEET EAST OF THE SAID WESTERLY LINE OF SAID LOT 14 AND 45 FEET AND 11 INCHES NORTH OF THE SOUTHERLY LOT OF SAID LOT 14 THENCE IN A SOUTHWESTERLY DIRECTION TO THE POINT OF BEGINNING, AND (B) A RIGHT OF WAY FOR PERSONS ONLY, UNBOSTRUCTED DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LOT OF LOT 14 37 FEET 9 INCHES NORTH OF THE SOUTHWEST CORNER OF SAID LOT 14 THENCE ALONG THE SAID WESTERLY LOT OF SAID LOT 14 6 FEET 8 INCHES, THENCE IN A NORTHEASTERLY DIRECTION TO A POINT 45 FEET 5 INCHES NORTH OF THE SOUTH LOT OF SAID LOT 14 AND 5 FEET 6 INCHES EAST OF THE WESTERLY LOT OF SAID LOT 14 THENCE IN A NORTHEASTERLY DIRECTION TO A POINT 12 FEET EAST OF THE SAID WESTERLY LOT OF LOT 14 AND 55 FEET 11 INCHES NORTH OF THE SOUTHERLY LOT OF LOT 14 THENCE EAST AND AT RIGHT ANGLES TO THE SAID WESTERLY LOT OF LOT 14 TO THE EASTERLY LOT OF LOT 15 THENCE FOLLOWING THE EASTERLY LOT OF SAID LOT 15 AND PROCEEDING IN A GENERAL SOUTHWESTERLY DIRECTION 9 FEET AND 6 INCHES WEST AND AT RIGHT ANGLES TO THE SAID WESTERLY LINE OF LOT 14 TO A POINT 15 FEET 6 INCHES OF SAID WESTERLY LOT OF LOT 14 THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 38 FEET AND 10 INCHES NORTH OF THE SOUTHERLY LOT OF LOT 14 AND 10 FEET EAST OF THE WESTERLY LOT OF LOT 14 THENCE WEST AND AT RIGHT ANGLES TO THE WESTERLY LINE OF LOT 14, 3 FEET 6 INCHES THENCE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2864 N. Milwaukee Avenue, Chicago, IL 60618. The Real Property tax identification number is 13-26-223-013-0000.

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

- I. CHANGE SUCCESSORS AND ASSIGNS AS STATED ABOVE; AND
- II. ADD WAIVER OF RIGHT OF REDEMPTION TO THIS MORTGAGE.

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.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 5, 2012.

GRANTOR:

X *Jose A. Zuniga*
 Jose A. Zuniga

X *Nancy A. Zuniga*
 Nancy A. Zuniga

LENDER:

NORTHBROOK BANK & TRUST COMPANY

X *[Signature]*
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

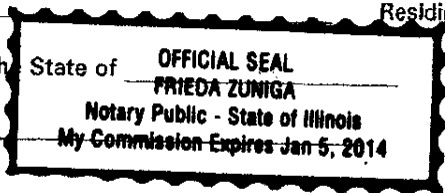
On this day before me, the undersigned Notary Public, personally appeared Jose A. Zuniga and Nancy A. Zuniga, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of August, 2012.

By _____ Residing at _____

Notary Public in and for the State of

My commission expires



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 13 day of August, 2012 before me, the undersigned Notary Public, personally appeared Matthew Magee and known to me to be the AUP, authorized agent for **Northbrook Bank & Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Northbrook Bank & Trust Company**, duly authorized by **Northbrook Bank & Trust Company** 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 **Northbrook Bank & Trust Company**.

By Stephanie M Boban Residing at Janet II,

Notary Public in and for the State of Illinois

My commission expires 5/4/2015

