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170555084

Doc# 170555084 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/24/2017 02:50 PM PG: 1 OF 6

RECORDATION REQUESTED BY:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

WHEN RECORDED MAIL TO:

Albany Bank and Trust
Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations Department
Albany Bank and Trust Company, N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

ETL 6709039

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2017, is made and executed between Roberto Sanabria a/k/a Robert Sanabria, whose address is 2628 W. Division Street, Chicago, IL 60622 and Lourdes Lugo, whose address is 1725 Laharpe Street, New Orleans, LA 70116, EACH AS TO AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 1, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage with an Assignment of Rents Rider dated December 1, 2006 recorded with the Recorder of Deeds Office in Cook County, Illinois on December 11, 2006, as Document No. 063455179.

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

LOT 37 IN BLOCK 8 IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2628 W. Division Street, Chicago, IL 60622. The Real Property tax identification number is 16-01-231-036-0000.

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

As of the date hereof, the outstanding principal amount of the Note, secured by said Mortgage is hereby increased from \$263,208.17 to \$266,208.17 to disburse additional \$3,000.00 in loan proceeds to Borrower to cover a portion of the loan modification charges, the maturity date of the loan is hereby extended from January 1, 2017 to January 5, 2022 and the interest rate is hereby modified from an adjustable rate to a fixed rate of 6.000%, with the following repayment schedule: Borrower will pay this loan in 59 monthly consecutive principal and interest payments of \$2,258.61 each, beginning February 5, 2017 and one final payment of all principal, interest and other charges due to Lender on January 5, 2022,

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(Continued)**

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as set forth on the Promissory Note of even date to be executed by Borrower concurrent with this Modification, which Note is a replacement of, but is not a repayment for, or a novation of, but renews and modifies the debt evidenced by that original Installment Note dated December 1, 2006, secured by said Mortgage, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Any reference in the Mortgage, Note or any Related Documents to the interest rate of the Loan shall mean a fixed rate of 6.000%. Any reference in the Mortgage, the Note or any other Related Documents to the principal amount of the Loan shall mean \$266,208.17.

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.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2017.

GRANTOR:

X Robert Sanabria
Robert Sanabria

X _____
Lourdes Lugo

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X Pat Maly
Authorized Officer

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(Continued)**

Page 2

as set forth on the Promissory Note of even date to be executed by Borrower concurrent with this Modification, which Note is a replacement of, but is not a repayment for, or a novation of, but renews and modifies the debt evidenced by that original Installment Note dated December 1, 2006, secured by said Mortgage, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Any reference in the Mortgage, Note or any Related Documents to the interest rate of the Loan shall mean a fixed rate of 6.000%. Any reference in the Mortgage, the Note or any other Related Documents to the principal amount of the Loan shall mean \$266,208.17.

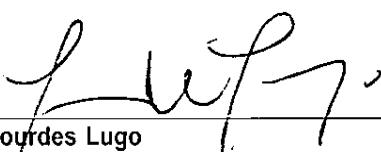
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2017.

GRANTOR:

X _____
Robert Sanabria

X  _____
Lourdes Lugo

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X  _____
Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

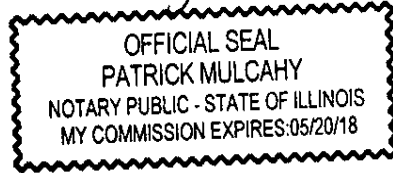
On this day before me, the undersigned Notary Public, personally appeared **Robert Sanabria**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of January, 2017.

By Patrick Mulcahy Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 5-20-2018



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Lourdes Lugo**, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **Robert Sanabria**, 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 _____ day of _____, 20_____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Louisiana)
) SS
 Parish
 COUNTY OF Orleans)

On this day before me, the undersigned Notary Public, personally appeared **Lourdes Lugo**, 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 1st day of February, 2017.

By Judith A. DeFraités Residing at New Orleans, LA

Notary Public in and for the State of Louisiana

My commission expires at death

Judith A. DeFraités
NOTARY PUBLIC
 State of Louisiana
 LSBA Number: 4799
 My commission is issued for life.

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

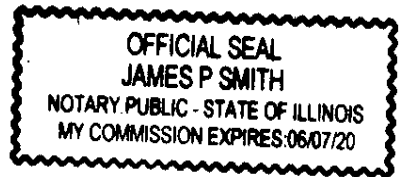
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 24 day of January, 2017 before me, the undersigned Notary Public, personally appeared Pat Mulcahy and Travis and known to me to be the L.O.V.P., authorized agent for **Albany Bank and Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and Trust Company, N.A.** 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 **Albany Bank and Trust Company, N.A.**

By James P. Smith Residing at Evanston, IL

Notary Public in and for the State of Illinois

My commission expires 6/7/20



M. L. [Signature]

Clerk's Office