

# UNOFFICIAL COPY

Prepared By:  
Washington Federal Bank for  
savings  
2869 South Archer Avenue  
Chicago, Illinois 60608

00513372

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2000-07-11 13:36:03  
Cook County Recorder 55.00

Mail to:  
Washington Federal Bank for  
savings  
2869 South Archer Avenue  
Chicago, Illinois 60608



00513372

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 30th day of JUNE, ~~XXX~~ 2000 and between Washington Federal Bank for savings (hereinafter referred to as "Mortgagee") and GEORGE F KOZDEMBA, divorced and not since remarried (hereinafter collectively referred to as "Mortgagor").

### RECITALS

WHEREAS, on or about JUNE 24, 1997, Mortgagor and Mortgagee entered into a certain loan transaction (hereinafter referred to as "Loan" or "Loan Transaction") wherein Mortgagee agreed to lend to Mortgagor the sum of SEVENTY THOUSAND DOLLARS and NO /100ths Dollars (\$ 70,000.00 ) ("Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated JUNE 24, 1997 ("Note") in the original principal sum of SEVENTY THOUSAND DOLLARS and NO /100ths Dollars (\$ 70,000.00 ); and

WHEREAS, the Note is secured by a certain Mortgage dated JUNE 24, 1997, from Mortgagee to Mortgagor, which Mortgage was recorded with the Recorder of Deeds of COOK County Illinois, as Document No. 97462289 ("Mortgage"), which Mortgage as recorded against the Property described as Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Mortgagee has requested that Mortgagor increase the Loan amount and grant an additional advance to the Mortgagee in the sum of \$ 10,079.61, to be secured by the existing Mortgage, and to extend the maturity date from JULY 1, 2012 to a new maturity date of JULY 1, 2015; (OPTIONAL) and

WHEREAS, the Mortgagee has agreed to the request from the Mortgagor; and

WHEREAS, the parties desire to set forth the amended terms of the Note and Mortgage, so the new terms of the Loan and all

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documents evidencing and securing the Loan, as amended, are clarified for the benefit of the parties hereto; and

WHEREAS, Mortgagee represents and warrants, which representations and warranties will survive the execution of the Agreement, as follows:

- (a) No default, event of default, breach or failure of condition has occurred or exists (which exists or would exist with notice or lapse of time or both) under the terms of the loan documents, which would not, or will not be, cured by execution of and Mortgagee's performance of all terms of this Agreement.
- (b) There exists no defense, whether at law or equity to the repayment of the Note, or any obligation of the Mortgagee under the Mortgage. In addition, other than the Mortgage from Mortgagee to Lender, there exists no other lien or claim against the Property.
- (c) The Note and Mortgage from Mortgagee to Mortgagee, evidencing or securing the Loan, are and remain in full force and effect.
- (d) Mortgagee hereby expressly reaffirms all the terms, conditions and covenants of the Note and Mortgage, as herein modified.
- (e) Mortgagor (i) is seized of a Fee Simple Estate in the Property and the improvements, and that the Property is free and clear of all liens and encumbrances, other than the Mortgage from Mortgagor to Mortgagee, (ii) has full legal power, right and authority to execute this Modification and mortgage, pledge and convey the Fee Simple Estate and (iii) the additional advance evidenced by this Modification, remains a first lien on the Fee Simple Estate.
- (f) All disbursements required to be made by Mortgagee pursuant to the Loan have been made, including the additional advance requested by Mortgagee, and the Mortgagee is under no duty to make any further disbursements under the Loan.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto that the Loan is hereby amended as follows:

- (a) The foregoing recitals are true in substance and fact and are hereby incorporated by references fully set forth herein.

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- (b) Mortgagee agrees to advance to Mortgagee an additional sum of \$ 10,079.61 .
- (c) That as of JUNE 30 , ~~XX~~ 2000 the amount secured by the Mortgage from Mortgagee to Mortgagee, shall be deemed to be the principal sum of \$ 78,000.00 .
- (d) That the maturity date, as defined under the Note, be and hereby is extended and amended to JULY 12, 2015 ("New Maturity Date") (OPTIONAL).

In the event of any conflict between the terms of the Note or Mortgage, and this Agreement, the terms of this Agreement shall control and govern. This Agreement supersedes all prior arrangements and understandings (both written and oral) among the parties hereto with respect to the subject matter of this Agreement. Notwithstanding anything to the contrary herein, the terms of the Note or Mortgage, not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Mortgagee expressly reaffirms all of the terms, conditions and covenants of the Note and Mortgage. This Agreement is not a novation, determination, release, waiver, settlement, compromise or discharge of any of the rights and remedies of the Mortgagee, as provided in the Note or Mortgage, but rather a modification of the terms of said documents. Any default under the terms of this Agreement shall be deemed an "event of default" under the terms of the Note or Mortgage.

IN WITNESS WHEREOF, the parties have executed this Modification effective as of the date and year first written above.

MORTGAGEE:

Washington Federal Bank  
for savings

By: *John F. Sabin*  
Its: PRESIDENT

Attest: *Alfred Mandy*  
Its: SECRETARY

MORTGAGOR:

*George Kadenda*

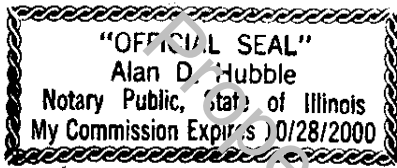
*[Signature]*

COUNTY OF COOK )

SS.

I, ALAN D HUBBLE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GEORGE F KOZDEMBA and \_\_\_\_\_, personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30TH day of JUNE, ~~XXXX~~ 2000



[Signature]  
Notary Public

My Commission Expires:

OCTOBER 28, 2000

Clerk's Office of Cook County

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EXHIBIT A  
LEGAL DESCRIPTION

THE EAST 1/2 OF LOT 10 IN BLOCK 7 IN MANIERRE AND AIKEN'S SUBDIVISION **00513372**  
OF LOTS 6 AND 7 IN THE SUBDIVISION OF BLOCKS 5 AND 6 IN CANAL TRUSTEE'S  
SUBDIVISION OF BLOCKS IN SOUTH FRACTION OF SECTION 29, TOWNSHIP 39 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-29-307-052-0000

COMMONLY KNOWN AS: 2622 S HILLOCK CHICAGO, ILL 60608

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