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FOUNDERS BANK
6825 WEST 111TH STREET
WORTH, ILLINOIS 60482

NOTE AND MORTGAGE LOAN MODIFICATION AGREEMENT

MODIFICATION AGREEMENT, MADE September 5, 2000, between FOUNDERS BANK (The Mortgagee) of 3052 West 111th Street, Chicago, Illinois, and MICHAEL FEDYNICH AND ESTHER FEDYNICH (The Mortgagor) of 8160 Silver Lake Drive, Orland Park, Illinois.

RECITALS

WHEREAS,

A. The Mortgagee is the holder of a certain note dated on March 8, 1999 and executed and delivered to the Mortgagee by the Mortgagor on or about March 8, 1999 in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) DOLLARS (the Note); and

WHEREAS,

B. The Note is secured by a certain Real Estate Mortgage dated March 8, 1999 and recorded March 18, 1999, as Document Number 99263995 in County, State of Illinois, (The Mortgage), and by an Assignment of Rents-Leases dated n/a, 20 and recorded 20, as Document Number n/a in County, State of Illinois, on real property (the Mortgaged Premises) commonly known as 8160 Silver Lake Drive, Orland Park, Illinois and legally described as follows (or as attached as Exhibit "A");

SEE EXHIBIT "A"

C. The Mortgagor and Mortgagee wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Mortgagor under the Note and Mortgage (except as set forth in this Modification Agreement).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of THREE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED SEVENTY-ONE AND 97/100 (\$ 349,971.97) DOLLARS, with interest thereon from September 5, 2000

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2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Mortgagor's initials.

MODIFICATION OF TERMS OF THE NOTE:

- XX 0 Interest Rate. The interest rate of PRIME PLUS 0.00 (9.50%) per annum is adjusted to a rate of PRIME LESS .50 (9.00%) per annum on the remaining principal balance.
- _____ 0 Default Rate. The default rate after default or acceleration shall be equal to _____ (%) per annum.
- _____ 0 Monthly Installment. The monthly installment payment shall be _____ (\$ _____) DOLLARS, per month effective _____, 20____, which includes payments of principal and interest.
- _____ 0 Maturity Date. The entire indebtedness including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the _____ day of _____, 20____. (Maturity Date).
- _____ 0 Date of Payment. The due date for the monthly payment is changed from _____, 20____, to _____, 20____, and on that same day each month thereafter.
- _____ 0 Prepayment Penalty. prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the Mortgagee may, if allowed by law, charge as a prepayment penalty an amount equal to One (1.0%) Percent of the amount of the prepayment made.
- _____ 0 Late Payment Charge. A late payment charge (if allowed) may be made in the amount of _____ (%) Percent or TEN DOLLARS (\$10.00) whichever is the largest, of the amount of any payment received by Mortgagee Ten (10) days after the due date either set forth in the Note or as modified herein.

MODIFICATION OF MORTGAGE TERMS:

- _____ 0 Amount Secured The principal amount secured by the Mortgage is (increased) (reduced) to the amount of _____ (\$ _____) DOLLARS, plus interest as set forth in the Note or as modified by this Agreement.

MODIFICATION - OTHER

- _____ 0 The Note or Mortgage, or both are additionally modified as follows or as modified herein:

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3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors, and assigns with respect to the 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.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

WITNESSES:

MORTGAGOR:

Michael Fedynich
MICHAEL FEDYNICH

STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

On this September day of 2000, this Agreement was acknowledged before me by MICHAEL FEDYNICH

Mary Jane Chapman
Notary Public

Cook County, Illinois

My Commission expires MARYJANE CHAPMAN

Notary Public, State of Illinois

My Commission Expires 03/13/03

WITNESSES:

MORTGAGEE:

FOUNDERS BANK

Judith A. Dillon
JUDITH A. DILLON, VICE PRESIDENT

STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

On this September day of 2000, before me a Notary Public in and for said County, personally appeared JUDITH A. DILLON

the VICE PRESIDENT of FOUNDERS BANK and acknowledged the foregoing instrument on behalf of said Bank.

Mary Jane Chapman
Notary Public

Cook County, Illinois

My Commission Expires MARYJANE CHAPMAN

Notary Public, State of Illinois

My Commission Expires 03/13/03

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THIS INSTRUMENT PREPARED BY:

Mary Jane Chapman
3052 West 111th Street
Chicago, Illinois 60655

PIN 27-11-401-020-0000

EXHIBIT "A"

The East 1/2 of Lots 1 and 2 in the 3rd Addition to Silver Lake Dells of Lots 3 and 6 in Block 11 in Samuel J. Walker's Subdivision of the South 1/2 of the Northeast 1/4 and the North 1/2 of the South East 1/4 of Section 11, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 8160 Silver Lake Drive, Orland Park, Illinois 60462.

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