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Prepared By:

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

Mail To:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 8th day of February 2002, by and between Washington Federal Bank for savings (hereinafter referred to as "Mortgagee") and ARTHUR W. ENG, a single man and MAY D. ENG, a widow, collectively referred to as ("Mortgagor").

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RECITALS

WHEREAS, on or about April 8, 1996, 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 ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollar (\$144,400.00) ("Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated April 8, 1996, ("Note") in the original principal sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollar (\$144,400.00); and

WHEREAS, the Note is secured by a certain Mortgage dated April 8, 1996, from the Mortgagor to Mortgagee, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number: 96368320 ("Mortgage"), which Mortgage as recorded against the Property described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the Note, by its terms matures on May 1, 2011; and,

WHEREAS, Mortgagor has requested that Mortgagee increase the Loan amount and grant an additional advance to the Mortgagor in the sum of \$528.50, to be secured by the existing Mortgage, and to extend the maturity date from May 1, 2011, to a new maturity date of March 31, 2017;

WHEREAS, Mortgagor has requested that Mortgagee establish the Maturity Date of the Loan through and including March 31, 2017 and to modify certain terms of the Loan evidenced by the Note, as agreed by the parties; and

WHEREAS, Mortgagee has agreed to establish the maturity date of the Loan through and including March 31, 2017, as more fully set forth in that certain Note Modification Agreement dated of even date herewith ("Note Modification"); and,

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

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all of
of
7597916
CTT

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Property of Cook County, Illinois
Recorder's Office
100 North Dearborn Street
Chicago, Illinois 60610
Tel: (773) 305-4000
Fax: (773) 305-4001

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (Modification) effective as of this day of February 2007, by and between Washington Federal Bank for Savings (hereinafter referred to as the "Mortgagee"), and ARTHUR W. BORG, a single man and MAY W. BORG, a widow, collectively referred to as the "Borgs").

RECITALS

WHEREAS, on or about April 6, 1993, Mortgagee and the Borgs entered into a certain loan transaction (hereinafter referred to as the "Loan") in which Mortgagee advanced to the Borgs the sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$144,400.00) (Loan Amount). To secure and guarantee the performance of the Loan, the Borgs executed and delivered to Mortgagee a First Deed of Trust, dated April 6, 1993, which contains the original principal sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$144,400.00) and

WHEREAS, the Loan is secured by a certain Mortgage dated April 6, 1993 from the Borgs to Mortgagee, which Mortgage is recorded with the Recorder of Deeds of Cook County, Illinois, as Instrument Number 8822329 (Mortgage). Which Mortgage is recorded against the Property described in Exhibit A attached hereto and made a part hereof.

WHEREAS, the Note by its terms matures on May 1, 2017; and

WHEREAS, Mortgagee has indicated that Mortgagee increases the Loan amount and grant an additional \$100,000 to the Mortgagee in the sum of \$244,400 to be secured by this existing Mortgage, and to extend the maturity date from May 1, 2017 to a new maturity date of March 31, 2027.

WHEREAS, Mortgagee has requested that the Borgs establish the Maturity Date of the Loan through and including March 31, 2027, and a yearly certain term of the Loan extended by the total amount of the interest and

WHEREAS, the Borgs has agreed to establish the maturity date of the Loan through and including March 31, 2027, as more fully set forth in the certain First Deed of Trust attached hereto and made a part hereof.

WHEREAS, the Borgs has agreed to the recording of this Modification and

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WHEREAS, the parties desire to set forth the amended terms of the Note and Mortgage, so the new terms of the Loan and all 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 Mortgagor to mortgagee, there exists no other lien or claim against the Property.
- c.) The Note and Mortgage from Mortgagor 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 Mortgagor, 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.
- b.) Mortgagee agrees to advance to Mortgagor an additional sum of \$528.50.
- c.) That the Maturity Date of the Mortgage be and hereby is amended to March 31, 2017.
- d.) That as of February 8, 2002, the amount secured by the Mortgage from Mortgagor to Mortgagee, shall be deemed to be the principal sum of \$122,252.62.
- e.) That the maturity date, as defined under the Note, be and hereby is extended and amended to March 31, 2017, ("New Maturity Date")

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WHEREAS, the parties desire to set forth in a written instrument the terms and conditions upon which the loan and mortgage herein are made and to provide for the execution of the same in accordance with the provisions hereof;

AND WHEREAS, the parties have entered into a preliminary agreement and the execution of the same is hereby agreed to;

(a) In default of any default, breach or failure of condition hereunder, the lender shall have the right to require the mortgagor to pay the principal and interest due on the mortgage and to cause the same to be paid to the lender by the mortgagor or to cause the same to be paid to the lender by the mortgagor's guarantor.

(b) There shall be no release of the mortgagor or any guarantor of the mortgagor, whether or not the mortgagor or any guarantor of the mortgagor is released, until the mortgage is paid in full and the mortgage is satisfied.

(c) The title and interests hereof shall be subject to the mortgage existing or to be created hereunder and shall be binding in full force and effect.

(d) The mortgagor hereby expressly certifies that the terms, conditions and covenants of the above mortgage are hereby agreed to and accepted.

(e) Mortgagee is hereby acknowledged to be a holder in due course of the mortgage and the mortgagee and the guarantor of the mortgagor are hereby acknowledged to be holders in due course of the mortgage and the guarantor. The mortgagor and the guarantor of the mortgagor are hereby acknowledged to be holders in due course of the mortgage and the guarantor. The mortgagor and the guarantor of the mortgagor are hereby acknowledged to be holders in due course of the mortgage and the guarantor.

(f) All covenants required to be made by the mortgagor herein to the lender hereunder shall be deemed to have been made and the mortgagor shall be deemed to have agreed to make any further covenants under the mortgage.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions hereof and for the other purposes and reasons hereinafter mentioned, the parties have hereby agreed to set forth in writing the terms and conditions of the mortgage herein, and to execute and deliver the same to the lender.

(g) The foregoing articles are true and correct and are hereby agreed to by the mortgagor and the guarantor of the mortgagor.

(h) The mortgagor agrees to advance to the lender an additional sum of \$250,000.

(i) That the maturity date of the mortgage be extended to March 31, 2015.

(j) That as of February 1, 2015, the amount due by the mortgagor on the mortgage be \$225,000.00 and the mortgagor shall be deemed to have agreed to pay the same.

(k) That the maturity date be extended under the above to and hereby is extended and amended to March 31, 2015.

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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:

MORTGAGOR:

Washington Federal Bank
for savings

By: Marsha Bradley
MARSHA BRADLEY
Its: Vice President Lending

Arthur W. Eng
[ARTHUR W. ENG]

Attest: Alicia Mandujano
ALICIA MANDUJANO
Its: Corporate Secretary

Mary D. Eng
MARY D. ENG

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janice M. Weston, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Marsha Bradley, Vice President Lending and Alicia Mandujano, Corporate Secretary, are personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such and Arthur W. Eng and Mary D. Eng, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

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GIVEN under my hand and notarial seal this 8th day of February 2002.

Janice M. Weston
Janice M. Weston Notary Public



My Commission Expires: May 6, 2003

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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. The Agreement supersedes all other arrangements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Notwithstanding anything to the contrary herein, the terms of the Note or Mortgage, and especially modified by the terms of this Agreement shall remain in full force and effect. In all other respects, the Mortgage expressly releases and discharges, 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:

MORTGAGEE:

Washington Federal Bank
for savings

By _____
MARTHA BRADLEY
Vice President Lending

Attest: _____
ALICIA MANDIANO
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, Alicia Mandiano, Notary Public in and for said County and State, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this 27th day of February, 2011, by the parties named therein and that the instrument is a true and correct copy of the original instrument as the same appears in the records of the County Clerk of Cook County, Illinois.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 2011.

Alicia Mandiano, Notary Public

My Commission Expires 02/28/12

01/28/2011

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Permanent Index Number: 17-28-212-016-0000

Commonly Known As: 310 West 23rd Place, Chicago, IL, 60616

Legal: LOT 25 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ALABAMA

COMMERCE

COMMERCIAL

PROPERTY

PROPERTY

PROPERTY

PROPERTY

Property of Cook County Clerk's Office

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