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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 20308

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2002-07-25 08:37:18
Cook County Recorder 27.80



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 12th day of July 2002, by and between Washington Federal Bank for savings (hereinafter referred to as "Mortgagee") and HAROLD H. ZBOK!L and KAREN A. ZBORIL, his wife, collectively referred to as ("Mortgagor").

RECITALS

WHEREAS, on or about May 9, 1997, Mortgago, 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 FIFTY-FIVE THOUSAND AND NO/100 DOLLARS, (\$55,000.00), Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated May 9, 1997, ("Note") in the original principal sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS, (\$55,000.00); and

WHEREAS, the Note is secured by a certain Mortgage dated May 9, 1997, from the Mortgagor to Mortgagee, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number: 97351325, ("Mortgage"), which Mortgage as recorded against the Property described in Exhibit "A" attached hereto and made a part kereof;

WHEREAS, the Note, by its terms matures on May 9, 2012; and,

WHEREAS, Mortgagor has requested that Mortgagee increase the Loan amount and grant an additional advance to the Mortgagor in the sum of \$10,528.50, to be secured by the existing Mortgage, and to extend the maturity date from May 9, 2012 to a new maturity date of January 31, 2013; 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 documents evidencing and securing the Loan, as amended, are clarified for the benefit of the parties hereto; and

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Property of Cook County Clerk's Office

UNOFFICIAL COP27/813324 Page 2 of

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 No.e 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 Mongage, as herein modified.
- e.) Mortgagor (i) is seized of a Fee Simple Estate in the Property and the improvements, and that the Property is ree and clear of all liens and encumbrances, other than the Mortgage from Mortgagor to Nortgagee, (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 evidericed 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 \$10,528.50.
- c.) That the Maturity Date of the Mortgage be and hereby is amended to January 31, 2013.
- d.) That as of July 12, 2002, the amount secured by the Mortgage from Mortgagor to Mortgagee, shall be deemed to be the principal sum of \$71,356.76.
- e.) That the maturity date, as defined under the Note, be and hereby is extended and amended to January 31, 2013, ("New Maturity Date")

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

0020813324 Page 3 of

arrangements and understandings (both written and oral) among the parties hereto with respect to the subject mater 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 Ban! | A. | |
| for savings | (1) | / |
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| By: Marsha Sia | of less | Laren a goore |
| MARSHA BRADLEY | | KAREN A. ZBORIL, as agent for |
| Its: Vice President Lendin | α | HAROLD H. ZBORTL |
| 4000 | ank | Jaren A. Chriel |
| Attest: ALICIA MANDUJA | ZNO | KAREN A. ZBORIL |
| Its: Corporate Secretary | | |
| | | |
| | | |
| STATE OF ILLINOIS |)) SS. | Q ₁ / ₂ |
| COUNTY OF COOK | Ć | T |
| | NT . T | A tile in and for gold County in the State aforesail, DO HERE |

I, Janice M. Weston, a Notary Public in and for said County in the State aforesail, DO HEREBY CERTIFY that Marsha Bradley, Vice President Lending and Alicia Mandujano, Corporato Secretary, are personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such and KAREN A. ZBORIL, as agent for HAROLD H. ZBORIL and KAREN ZBORIL, 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.

GIVEN under my hand and notatial seal this 12th/day of July 2002.

M. Weston Notary Public

OFFICIAL SEAL JANICE M WESTON

Notary Public — State of Illinois My Commission Expires May 6, 2003

My Commission Expires: May 6, 2003

UNOFFICIAL COP20813324 Page 4 of 4

EXHIBIT A

LEGAL DESCRIPTION

Permanent Index Number:

19-11-312-041-0000

Commonly Known As: 5220 South Hamlin, Chicago, IL, 60632

Legal: LOT 42 AND THE NORTH 10 FEET OF LOT 43 IN OLIVER SALINGER AND COMPANY'S 51ST STREET SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 1, 2 AND 6 IN NATHAN'S ADDITION TO ELSDON, BEING A SUBDIVISION OF THE EAST OR. GE 13

OR COOK COUNTY CLERK'S OFFICE 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, PANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.