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555 / 1005 001 Page 1 of 4  
2003-03-04 09:04:43  
Cook County Recorder 30.50

Prepared By and Mail To:

CoVest Banc, National Association  
770 W. Dundee Road, 2nd Floor  
Arlington Heights, IL 60004  
Attn: Marina Reznik



48261281/

WITNESSETH:

MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note entered into this 15<sup>th</sup> day of January 2003 by and between, John Molls (Borrower) and CoVest Banc, National Association ("Mortgagee").

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WHEREAS, Borrower made, executed and delivered that certain Note dated January 30, 1998 in the principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) which Note is secured by a Mortgage dated January 30, 1998, which was recorded on February 5, 1998 as Document Number 98097810 in the Office of the Recorder of Deeds, Cook County, Illinois, and Assignments of Rents dated January 30, 1998, which was recorded on February 5, 1998 as Document Number 98097811 in the Office of the Recorder of Deeds, Cook County, Illinois (see Exhibit "A" attached for legal description), and

WHEREAS, the principal amount of \$190,240.74 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to modify the loan ("Loan") evidenced by the Mortgage and Note; and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgage and Note on the terms and conditions set forth herein; and

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and existing lien on the real property located in Cook County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein ("Premises").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by this reference as if fully set forth herein.
2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Note to be performed by Borrower therein at such time and in such manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Note as modified hereby.
3. The Mortgage and Note shall be modified to provide as follows:

(i) The Interest rate shall be 6.00%.

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- (ii) Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

1 payment of interest and escrow totaling of \$1,749.19 due on February 1, 2003 and 59 regular payments of \$1,235.68 each and one irregular last payment estimated at \$172,529.18. Borrower's first payment is due March 1, 2003, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 1, 2008, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

- (iii) Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: Any prepayment of the Loan in excess of the scheduled amortization may be made on any monthly installment date upon giving the bank thirty (30) days Prior Written Notice provided that the borrower shall also pay to the bank a prepayment premium equal to three (3) months of interest based on the new loan amount of \$10,240.74, from February 1, 2003 to August 1, 2007. There shall be no prepayment penalty from August 1, 2007 to February 1, 2008. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due.

4. Borrower agrees that all references in the Note and in this document to the "Mortgage", "Trust Deed" or "Security Instrument" shall be deemed to be references to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.

5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.

6. Except as herein modified, the terms and covenants of the Mortgage and Note shall remain in full force and effect.

7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the Premises other than the aforementioned Mortgage.

8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. This Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

10. This Modification and the terms contained herein shall become effective on January 15, 2003.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

BORROWER(S):

John Molls  
John Molls

COVEST BANC:

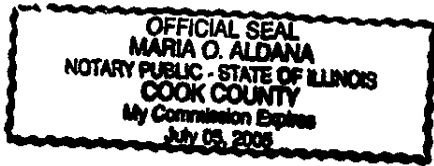
By: Kathleen M. Terry, V.P.  
Kathleen M. Terry, Vice President

STATE OF ILLINOIS) ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that John Molls personally known to me to be the same persons who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 3rd day of February, 2003.

Maria O. Aldana  
Notary Public  
My Commissions Expires:

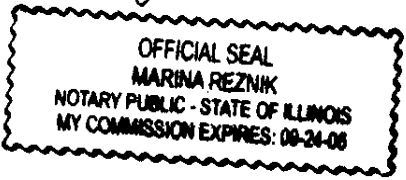


STATE OF ILLINOIS) ) SS.  
COUNTY OF LAKE )

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that Kathleen M. Terry, personally known to me to be the same persons who subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

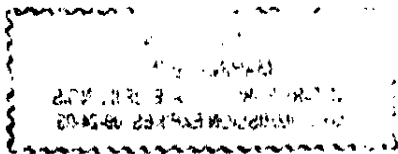
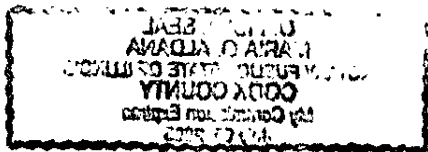
GIVEN under my hand and notarial seal this 3rd day of February, 2002

Marina Reznik  
Notary Public



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My Commissions Expires:

**EXHIBIT "A"**

**LOTS 53 AND 54 IN BLOCK 2 IN BRYN MAWR ADDITION TO EDGEWATER IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.**

**PERMANENT TAX NUMBER**

**14-05-330-049**

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