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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 06/03/2003 09:43 AM Pg: 1 of 4

Prepared by and Mail to:

CoVest Banc, National Association
Attn: Lilianna Klos-Nunez
770 W. Dundee Rd.
Arlington Heights, IL 60004

7969335 SK

W I T N E S S E T H:

MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note entered into this 7th day of April 2003, by and between, John R. Iwaszkiewicz ("Borrower") and CoVest Banc, National Association ("Mortgagee").

WHEREAS, Borrower made, executed and delivered that certain Note dated December 19, 2001 in the principal amount of Five Hundred Sixty Thousand and 00/100 Dollars (\$560,000.00) which Note is secured by a Mortgage dated December 19, 2001, which was recorded on December 31, 2001 as Document Number 0011242563 in the Office of the Recorder of Deeds, Cook County, Illinois, and also an Assignment of Rents dated December 19, 2001 which was recorded on December 31, 2001 as Document Number 0011242564 in the Office of the Recorder of Deeds, Cook County, Illinois, and a Modification to Mortgage and Note effective dated October 11, 2002 which was recorded on October 22, 2002 as Document Number 0021157626 in the Office of the Recorder of Deeds, Cook County, Illinois (see Exhibit "A" attached for legal description); and

WHEREAS, the principal amount of \$608,473.08 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.

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3. The Mortgage and Note shall be modified to provide as follows:

- (i) The new loan amount shall be \$633,473.08.
- (ii) Borrower will pay this loan in 44 principal payments of \$970.51 each and one final principal and interest payment of \$592,862.95. Borrower's next principal payment is due April 19, 2003, and all subsequent principal payments are due on the same day after that. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning April 19, 2003, with all subsequent interest payments to be due on the same day of each month after that. Borrower's final payment due December 19, 2006, will be for all principal and accrued interest not yet paid.

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 April 7, 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 R. Iwaszkiewicz

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COVEST BANC

By: *Kathleen M. Terry V.P.*
Kathleen M. Terry, V.P.

STATE OF ILLINOIS)
LAKE) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that John R. Iwaszkiewicz, 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 11th day of April, 2003.

Liliana Klos-Nunez
Notary Public
My Commissions Expires:

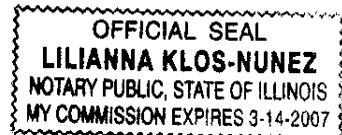


STATE OF ILLINOIS)
LAKE) SS.
COUNTY OF COOK)

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, 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 11th day of April, 2003.

Liliana Klos-Nunez
Notary Public
My Commissions Expires:



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EXHIBIT " A "

LEGAL DESCRIPTION:

LOT 19 AND 20 IN BLOCK 4 IN JOHN AND TYDEN'S ADDITION TO WEST RAVENSWOOD, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER

13-14-113-029-0000

Property of Cook County Clerk's Office