

UNOFFICIAL COPY

Prepared By:

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



Doc#: 0703331007 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2007 09:53 AM Pg: 1 of 5

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 1st day of October, 2006, by and between Washington Federal Bank for Savings (hereinafter referred to as "Mortgagee") and Boguslaw Szaflarski collectively referred to as ("Mortgagor").

RECITALS

WHEREAS, on or about July 13, 2004, 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 Four Hundred Ninety-Five Thousand and 00/100ths Dollar (\$495,000.00) ("Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated July 13, 2004, ("Note") in the original principal sum of Four Hundred Ninety-Five Thousand and 00/100ths Dollars (\$495,000.00); and

WHEREAS, the Note is secured by a certain Mortgage dated July 13, 2004 from the Mortgagor to Mortgagee, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number: 0426044005 ("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 June 1, 2006; and,

WHEREAS, Mortgagor has requested that Mortgagee extend the maturity date from June 1, 2006 to a new maturity date of September 1, 2007; and

WHEREAS, Mortgagor has agreed to an increase on the interest rate on the Note from 7.00% per annum to 10.25% per annum based on the outstanding loan amount of \$495,000.00 as of October 1, 2006 and to establish the Maturity Date of the Loan through and including September 1, 2007, 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 September 1, 2007 as more fully set forth in that certain Note Modification Agreement dated of even date herewith ("Note Modification"); and,

UNOFFICIAL COPY

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

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.) That the Maturity Date of the Mortgage be and hereby is amended to September 1, 2007
- c.) Mortgagee will increase the interest rate from 7.00% per annum to 9.75% per annum
- d.) That as of October 1, 2007, the amount secured by the Mortgage from Mortgagor to Mortgagee, shall be deemed to be the principal sum of \$495,000.00.

UNOFFICIAL COPY

e.) That the maturity date, as defined under the Note, be and hereby is extended and amended to September 1, 2007, ("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 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

Roguslaw Szafarski
ROGUSLAW SZAFLARSKI

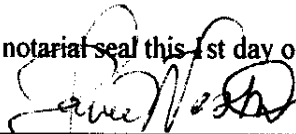
Attest: Jane V. Tran
JANE V. TRAN
Its: Corporate Secretary

UNOFFICIAL COPY

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 Jane V. Tran, Corporate Secretary, are personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such and BOGUSLAW SZAFIARSKI, 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 notarial seal this 1st day of October 2006



Janice M. Weston, Notary Public

My Commission Expires: June 8, 2007



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LEGAL: LOTS 18, 19 AND 20 IN BLOCK 8 IN OAKWOOD SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-22-223-032-0000

COMMON

ADDRESS: 6540-48 South Cottage Grove Avenue, Chicago, Illinois, 60637

Property of Cook County Clerk's Office