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0721122035

Doc#: 0721122035 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/30/2007 10:45 AM Pg: 1 of 4

FIRST MODIFICATION TO MORTGAGE AND NOTE

This First Modification to Mortgage and Note (the "First Modification") is made as of this 16th day of July, 2007 between Luis Morocho and Maria Delia Morocho (hereinafter referred to as "Mortgagors") and Community Savings Bank (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagors and Mortgagee have entered into a Mortgage contract dated October 10, 2002, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0021167876 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated October 10, 2002 in the principal sum of \$302,197.54, and

WHEREAS, Mortgagors and Mortgagee desire to enter into this First Modification to Mortgage and Note for the purpose of modifying the terms of the original agreement between the Mortgagors and Mortgagee; and

WHEREAS, Mortgagors have agreed to pay a modification fee of \$1,100 and in return Community Savings Bank has agreed to modify said loan to a 20 year fully amortized loan with fixed interest rates.

NOW THEREFORE, Mortgagors and Mortgagee, hereby agree that the Mortgage and Note are amended, modified, or supplemented as follows:

1. Re-amortization of Principal Amount of Term Loan. The principal balance of the Loan is hereby re-amortized for a term of 20 years starting with a first mortgage payment due and owing on August 1, 2007. The maturity date is hereby modified to July 1, 2027.
2. New Interest Rates. The interest rates are hereby modified to 6.750% (Note) and 6.500% (Pay-O-Matic). These rates are fixed for the 20 year term.
3. Loan Payment. The Principal and Interest (P&I) payment starting on August 1, 2007 is \$2,297.81 (6.750%/Note) based upon a 240 month amortization schedule or \$2,253.11 (6.500%) if Pay-O-Matic account is utilized, plus a sum estimated to be sufficient to pay the real estate taxes due and owing which sum shall be modified each year to reflect the actual real estate taxes paid.

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4. Reaffirmation. Mortgagors hereby ratify and confirm their liabilities and obligations under the Mortgage, Note, and Supplemental Agreement, also known as the "Pay-O-Matic Agreement" (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that it has no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagors further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the Mortgage, Note or other Loan Documents as amended by this First Modification. Mortgagors further represent to Mortgagee that there is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Mortgagors, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as detailed herein.

The parties further agree that the principal balance of the loan as of July 16, 2007 is \$302,197.54

5. Binding on Successors. This Modification shall be binding on Mortgagor and his respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.
6. Original Agreement Binding. Except as provided herein, the Mortgage, Note and all other Loan Documents, as amended, shall remain in full force and effect in accordance with their respective terms.
7. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended.

IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of this 16th day of July, 2007.

MORTGAGEE:

Community Savings Bank

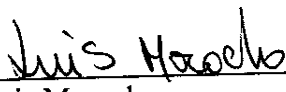
By: 

Vice President

By: 

Assistant Secretary

MORTGAGORS:


Luis Morocho


Maria Delia Morocho

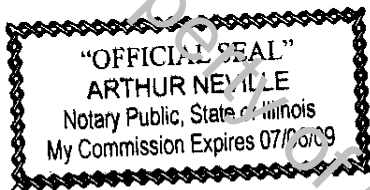
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State of Illinois)
)
County of Cook)

I, ARTHUR NEVILLE, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Luis Morocho and Maria Delia Morocho who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the intent and purposed therein set forth.

Given under my hand and seal this 16th day of July, 2007



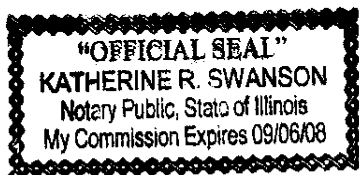
Arthur Neville
Notary Public

State of Illinois)
)
County of Cook)

Mortgagee Notary

I, Katherine R. Swanson, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Arthur Neville, Vice President of Community Savings Bank, and Barbara Masciola, Asst. Secretary of said Community Savings Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President, and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Community Savings Bank as aforesaid, for the uses and purposes therein set forth; and the said Secretary hereby acknowledges that he or she, as custodian of the corporate seal of said Community Savings Bank, did affix the corporate seal of said Company to said instrument as his or her own free and voluntary act and as the free and voluntary act of said Company, for the intent and purposes therein set forth.

Given under my hand and seal this 16th day of July, 2007



Katherine R. Swanson
Notary Public

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EXHIBIT A LEGAL DESCRIPTION

LOT 9 IN BLOCK 5 IN GEORGE GAUNTLETT'S FOREST DRIVE SUBDIVISION
IN THE WEST HALF (W-1/2) OF FRACTIONAL SOUTHEAST QUARTER (SE-1/4)
NORTH OF INDIAN BOUNDARY LINE OF FRACTIONAL SECTION 23,
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 12-23-411-025-0000

CURRENTLY KNOWN AS: 8238 W. FOREST PRESERVE DRIVE
CHICAGO, ILLINOIS 60634

This instrument was prepared by:
Arthur Neville
Community Savings Bank
4801 W. Belmont Avenue
Chicago, IL. 60641
18398-3

BOX 331

Property of Cook County Clerk's Office