

UNOFFICIAL COPY



Doc#: 0809813006 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2008 09:16 AM Pg: 1 of 6



GODZISZEWSKI, PATR

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

(Space Above This Line For Recording Data)

LOAN NUMBER: 5000029388

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 29th day of February, 2008, between Patricia M. Godziszewski, an unmarried woman, whose address is 10309 Panoramic Drive, Franklin Park, Illinois 60131 ("Borrower"), and Nexity Bank whose address is 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama 35243 ("Lender").

Nexity Bank and Borrower entered into a Mortgage dated August 25, 2007 and recorded on September 19, 2007, filed for record in records of County of Cook, State of Illinois, with recorder's entry number 0726202014 ("Mortgage"). The Mortgage covers the following described real property:

Address: 3200 N. Lake Shore Dr. #2202, Chicago, Illinois 60657
Legal Description: See attached Schedule/Exhibit "A".
Parcel ID/Sidwell Number: 14-21-314-048-1200

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- Mortgage modified to increase current line of credit limit of \$20,000.00 to \$30,000.00. Taxable amount: \$10,000.00.

Borrower and Lender agree that the Mortgage, including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage, it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing

S-Y
P-6
M-Y
M.P.

UNOFFICIAL COPY

person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Patricia M. Godziszewski 2/29/08
Patricia M. Godziszewski Date

Witnessed by:

Nancy M. Wojnar 2-29-08
Name: Date

Name: Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

The foregoing instrument was acknowledged by Patricia M. Godziszewski; before me on 2-29-08. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 7-29-2009

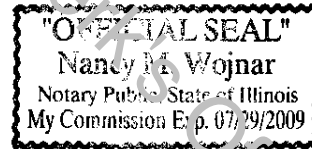
Nancy M. Wojnar

(Official Seal)

LENDER: Nexity Bank

William Burnett 3-3-08
By: William Burnett Date

Its: Consumer Loan Center Manager



UNOFFICIAL COPY

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA)
~~ILLINOIS~~)
 COUNTY OF COOK)
JEFFERSON

This instrument was acknowledged on the 3RD OF MARCH, 2008, by: **William Burnett, Consumer Loan Center Manager** on behalf of **Nexity Bank, a(n) Financial Institution**, who personally appeared before me.

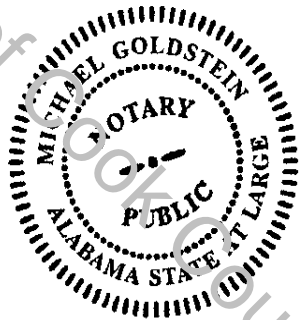
In witness whereof, I hereunto set my hand and official seal.

My commission expires: 8-1-08


MICHAEL GOLDSTEIN
 MY COMMISSION EXPIRES AUGUST 1, 2008

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Aug 1, 2008
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Nexity Bank - Lynn Boyd
3500 Blue Lake Drive, #330
Birmingham, AL 35243

~~AFTER RECORDING RETURN TO:~~
Nexity Bank - Eric Eason
3500 Blue Lake Drive, #330
Birmingham, AL 35243

UNOFFICIAL COPY

I057D033

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF COOK AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1: UNIT NO. 2202 IN HARBOR HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN LOTS AND PARTS THEREOF IN PINE GROVE, BEING A SUBDIVISION OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT BA TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 23481866, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENTS APPURTENANT TO PARCEL 1 AS CREATED BY A DOCUMENT DATED SEPTEMBER 17, 1951 AND RECORDED SEPTEMBER 26, 1951 AS DOCUMENT NO. 15178910 AND AS AMENDED BY A DOCUMENT RECORDED JULY 19, 1967 AS DOCUMENT NO. 20201579

PARCEL ID: 14-21-314-048-1200

PROPERTY ADDRESS: 3200 N. LAKE SHORE DR. #2202

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **29th day of February, 2008**, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to **Nexity Bank** whose address is **3500 Blue Lake Drive, Suite 330, Birmingham, Alabama 35243** (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

Address: **3200 N. Lake Shore Dr. #2202, Chicago, Illinois 60657**

Legal Description: **See attached Schedule/Exhibit "A".**

Parcel ID/Sidwell Number: **14-21-314-048-1200**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **Harbor House Condominium** (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then Borrower's obligation to maintain hazard insurance coverage on the Property under the Hazard or Property Insurance section in the Security Instrument is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.
- C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument, as provided in the Condemnation section in the Security Instrument.
- E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

UNOFFICIAL COPY

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By signing this Condominium Rider, each Borrower acknowledges reading, understanding, and agreeing to all its terms and provisions.

Patricia M. Godziszewski 2/29/08
 Patricia M. Godziszewski Date

THIS INSTRUMENT PREPARED BY:
 Nexity Bank - Lynn Boyd
 3500 Blue Lake Drive, #330
 Birmingham, AL 35243

~~AFTER RECORDING RETURN TO:~~
 Nexity Bank - Eric Eason
 3500 Blue Lake Drive, #330
 Birmingham, AL 35243