

# UNOFFICIAL COPY



**Prepared By:**  
Washington Federal Bank  
for Savings  
2869 South Archer Avenue  
Chicago, Illinois 60608

Doc#: 0821931006 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/06/2008 09:39 AM Pg: 1 of 4

**Mail To:**  
Washington Federal Bank  
for Savings  
2869 South Archer Avenue  
Chicago, Illinois 60608

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 30<sup>th</sup> day of July, 2008, by and between Washington Federal Bank for Savings (hereinafter referred to as "Mortgagee") and James J. Fasula and Kimberly Fasula collectively referred to as ("Mortgagor").

### RECITALS

WHEREAS, on or about April 25, 2006 Mortgagee and Mortgagor entered into a certain loan transaction (hereinafter referred to as "Loan" or "Loan Transaction") wherein Mortgagee agreed to lend to Mortgagor the sum of Two Hundred Ten Thousand and 00/100ths Dollar (\$210,000.00) ("Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated April 25, 2006 ("Note") in the original principal sum of Two Hundred Ten Thousand and 00/100ths Dollars (\$210,000.00); and

WHEREAS, the Note is secured by a certain Mortgage dated April 25, 2006 from the Mortgagor to Mortgagee, which Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, as Document Number: 0613842099 ("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 July 1, 2018; and,

WHEREAS, Mortgagor has requested that Mortgagee increase the Loan amount and grant an additional advance to the Mortgagor in the sum of \$ 28,900.00, to be secured by the existing Mortgage, and

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

Box 334

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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.) Mortgagee agrees to advance to Mortgagor an additional sum of \$28,900.00
- c.) That as of July 30, 2008, the amount secured by the Mortgage from Mortgagor to Mortgagee, shall be deemed to be the principal sum of \$28,900.00.

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

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remedies of the Mortgage 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: \_\_\_\_\_  
CATHY M. TORRES  
Its: Loan Officer/Processor

Attest: \_\_\_\_\_  
JANE V. TRAN  
Its: Corporate Secretary

\_\_\_\_\_  
JAMES J. FASULA  
\_\_\_\_\_  
KIMBERLY FASULA

STATE OF ILLINOIS     )  
                                  ) SS:  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Cathy M. Torres, Loan Officer/Processor and Jane V. Tran, Corporate Secretary, are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such and James J. Fasula and Kimberly Fasula, 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 30<sup>th</sup> day of July, 2008.

\_\_\_\_\_  
Notary Public



My Commission Expires:

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**EXHIBIT A**

**LEGAL DESCRIPTION**

Permanent Index Number: 17-33-323-024-0000

Commonly Known As: 3830 S. Lowe Avenue, Chicago, Illinois 60609

Legal: LOT 13 IN BLOCK 2 IN BATES SUBDIVISION OF THE SOUTH ½ OF BLOCK 26 OF  
CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office