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1108403057

Loan No. 1-066226-1

Doc#: 1108403057 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/25/2011 04:15 PM Pg: 1 of 5

RECORDING REQUESTED BY:

Illinois Service Federal
Savings and Loan
Association
4619 South King Drive
Chicago, IL 60653

FIRST MODIFICATION TO MORTGAGE AND NOTE

This First Modification to Mortgage and Note (the "First Modification") is made as of this 1st day of March, 2011 between Josephine Wade-Smith hereinafter referred to as the "Mortgagor" or the "Maker" or "Borrower" and Illinois Service Federal Savings and Loan Association (hereinafter referred to as the "Mortgagee" or "Lender").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into a Mortgage (the "Mortgage") dated September 19, 2003 said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 20, 2003 as Document No. 029129069 regarding certain real estate describe in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Promissory Note dated September 19, 2003 the original principal sum of One Hundred Fifty Six Thousand, and 00/100(\$156,000.00) Dollars, (the "Note"); and

WHEREAS, Mortgager and Mortgagee desire to enter into this First Modification for the purpose of a temporary modification of the terms of the Note and the Mortgage.

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

1. The Note is amended to read as follows:

The first paragraph of Section One is to read as follows:

1. BORROWER'S PROMISE TO PAY. For value received, the undersigned, Josephine Wade-Smith ("Maker") hereby promises to pay to the order of Illinois Service Federal Savings and Loan Association (the "Lender") at its office at 4619 South King Drive, Chicago, Illinois 60653 or at such other place as the holder hereof may from time to time designate in writing, the principal sum of One Hundred Fifty One Thousand, Five Hundred Thirty Three and 88/100(\$151,533.88) Dollars (this amount is called "Principal"), or so much thereof as shall from time to time be disbursed to or for the benefit of the Maker together with interest thereon, to be paid in lawful money of the United States of America.

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The first sentence of Section 2 is amended to read as follows:

2. **INTEREST.** For the period commencing with the payment due on April 1, 2011 through April 1, 2013 the interest rate shall be reduced to Three (3.00%) Percent.

Section 3 is amended to read in part as follows:

3. **PAYMENTS.** The payment schedule shall continue as before with the next payment due on April 1, 2011. For the term of the First Modification the monthly principal and interest payment shall be \$770.48. The Maturity Date shall remain at 10/1/2033.

4. **Escrow.** As of the date hereof the monthly escrow payment in addition to the interest payment that is due as set forth above shall be \$194.09 and may be adjusted by the Lender as real estate taxes on the Real Estate change.

5. **Term.** The provisions of this First Modification shall remain in place until the payment that is due on April 1, 2013. On that date the interest rate shall increase to the original interest rate of 5.75% and the payment shall then include a principal and interest payment of \$910.37 which shall then amortize the then existing principal balance of \$151,533.88 over the remaining term of the loan (263 months) to its Maturity on 10/1/2033

6. **Reaffirmation.** Mortgager hereby ratifies and confirms their liabilities and obligations under the Mortgage, Note and all other loan documents executed contemporaneously therewith (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that they have 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.

Mortgagor 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, with the exception of an existing payment delinquency exist under the Mortgage, Note or other Loan Documents as amended by this First Modification.

Mortgagor further represents 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 Mortgagor, 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 is \$151,533.88 as of the date hereof.

7. **Binding of Successors.** This First modification shall be binding on Mortgagor and its respective legal representatives, successors and permitted assigns, and shall inure to the benefit of mortgagee, its successors and assigns.

8. **Original Agreement Binding.** Except as provided herein, the terms and conditions set forth in the Mortgage, note and all other loan Documents, as amended by the First modification shall remain in full force and effect in accordance with their respective terms.

9. **Definitions.** Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Note.

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10. This First Modification shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidence by the Note reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the loan Documents remain unchanged. Nothing herein contained shall in any matter affect the lien or priority of the Mortgage as revised by this First Modification, or the covenants, conditions and agreements therein contained or contained in the Note.

11. In the event of conflict between any of the provisions of the Loan Documents and this Instrument, the provisions of this instrument shall override and control.

12. Borrower hereby renew, remake and affirm the representation and warranties contained in the Loan Documents.

13. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, attorney's fees, title insurance premiums and recording fees.

IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of the day and year first above written.

MORTGAGEE:

Illinois Service Federal Savings and Loan Association

By: William L. Smith
Its Chief Lending Officer

MORTGAGOR:

Josephine Wade
Josephine Wade-Smith

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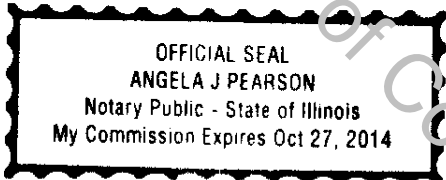
Mortgager Notary

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the Undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Josephine Wade-Smith who are personally known to me to be the same persons whose name is 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of March, 2011



[Handwritten Signature]
NOTARY PUBLIC

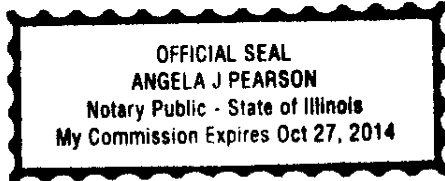
Mortgagee Notary

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the Undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William L. McKnight and Chief Lending Officer as _____ of Illinois Service Federal Savings and Loan Association organized and existing under the laws of the United States 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 and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of March, 2011



[Handwritten Signature]
NOTARY PUBLIC

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"Exhibit A"

Legal Description Rider

Loan No.: 01-6622-6

Borrower Name(s): JOSEPHINE WADE SMITH

Property Address: 601 EAST 32ND STREET, UNIT 206 & 208, CHICAGO, ILLINOIS 60616

PARCEL 1: UNIT NOS. 206, 208 IN THE 601 CONDOMINIUMS OF LAKE MEADOWS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 10 IN RESUBDIVISION OF LAKE MEADOWS NO. 2 BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED NOVEMBER 27, 1959 AS DOCUMENT 17722039 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT 1890949 IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 601 CONDOMINIUM OF LAKE MEADOWS RECORDED AS DOCUMENT NO. 98025654, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS USE AND ENJOYMENT AS DEFINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE MEADOWS RECORDED AS DOCUMENT NO 97981698.
17-34-225-003-1134, 17-34-225-003-1132



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Rev. 05/13/03