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Loan No. 1-100065-1

Doc#: 1114031051 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/20/2011 12:27 PM Pg: 1 of 6

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 1<sup>st</sup> day of March, 2011 between Family Bank and Trust Company As Trustee under Trust #8-740 Dated August 4, 2003 (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 November 22, 2004 said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 10, 2004 as Document No. 0434505366 regarding certain real estate describe in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Promissory Note dated November 22, 2004 the original principal sum of One Hundred Forty Thousand ,Eight Hundred and 00/100(\$140,800.00) 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 Forty Two Thousand, Four Hundred Sixty Two and 92/100(\$142,462.92) 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 \$699.52. The Maturity Date shall remain at 12/1/2034.

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 \$720.19 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 6.50% and the payment shall then include a principal and interest payment of \$889.95 which shall then amortize the then existing principal balance of \$142,462.92 over the remaining term of the loan ( 261 months) to its Maturity on 12/1/2034

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 \$142,462.92 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.

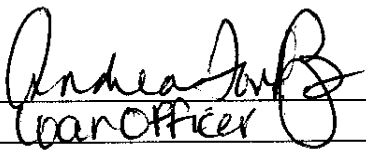
12. Borrower hereby renew, remake and affirm the representation and warranties contained in the Loan Documents.

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:   
Its Loan Officer

MORTGAGOR:

Family Bank and Trust Company X  
As Trustee under Trust Agreement  
Dated August 4, 2003

✓ **FirstSecure Bank and Trust Co.**  
**t/k/a Family Bank and Trust Co.**

And known as Trust No. 8-740 . Not personally, but as Trustee, see exculpatory clause attached.

By:   
Assistant Trust Officer

Attest:   
Assistant Trust Officer

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## EXCULPATORY CLAUSE

This note is executed by FirstSecure Bank and Trust Co. (f/k/a Family Bank and Trust Co.), Illinois, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each original and successive owner or holder of this note that nothing herein contained shall be construed as creating any personal liability on FirstSecure Bank and Trust Co., Illinois or on any of the beneficiaries under said trust agreement to pay this note or any interest that may accrue hereunder, all such liability, if any, being expressly waived, and that any recovery on this note or on the mortgage given to secure its payment shall be solely against and out of the property described in said mortgage by enforcement of the provisions contained in said mortgage and note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of this note. Each original and successive owner or holder of this note accepts the same upon the express condition that no duty shall rest upon the trustee to sequester the rents, issues and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition thereof.

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Mortgager Notary

STATE OF ILLINOIS)

COUNTY OF COOK )

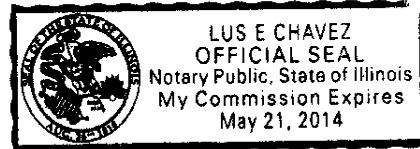
I, Lus Chavez, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Cristina Andrade, ATO, &\*who are personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they 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 30th day of March, 2011

\*Mary Therese Mott, ATO of FirstSecure Bank and Trust Co. as Trustee for Trust #8-740 and not personally,

Lus Chavez  
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 Andrea Forrest-Brown and Loan Officers as Loan Officers and \_\_\_\_\_ 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 20 day of May, 2011



[Signature]  
NOTARY PUBLIC

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## EXHIBIT A LEGAL DESCRIPTION

LOT 33 AND THE SOUTH 8 FEET OF LOT 34 IN BLOCK 19 IN S. E. GROSS' CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 9346 S. Oglesby Avenue Chicago, IL 60617

PIN # 25-01-423-040-0000

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