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This Document Prepared By:
KEVIN CARANI
WEST SUBURBAN BANK
101 N. LAKE STREET
AURORA, IL 60506

Doc#: 1115739079 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2011 01:58 PM Pg: 1 of 4

After Recording Return To:
WEST SUBURBAN BANK
101 N. LAKE STREET
AURORA, IL 60506
ATTN: MARINA CANTU

Space Above This Line For Recording Data
Loan No. 5128562177

MODIFICATION AGREEMENT

THIS AGREEMENT, made this APRIL 20, 2011, by and between AARON A. CHUPP AND EDVANA I. CHUPP, HUSBAND AND WIFE (hereinafter referred to as "Mortgagor"), and WEST SUBURBAN BANK, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as "Mortgagee") SUCCESSOR TO MARKET STREET MORTGAGE CORPORATION.

WITNESSETH:

WHEREAS, Mortgagor heretofore executed a certain MORTGAGE (hereinafter referred to as "Mortgage") dated JANUARY 19, 2007 which was recorded on JANUARY 29, 2007 in the Office of the Recorder of Deeds of COOK County as document number 0702945025 encumbering certain premises as described in Exhibit 'A' attached hereto and which said Mortgage was given to secure a certain PROMISSORY NOTE (hereinafter referred to as "Note") executed by AARON A. CHUPP AND EDVANA I. CHUPP (hereinafter known as 'Borrowers') dated JANUARY 19, 2007 in the amount of ONE HUNDRED NINETY EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$198,400.00); and

WHEREAS, said Mortgage securing said Note is a valid and subsisting lien on the premises described in the Mortgage for the principal balance from time to time due and owing on said Note; and

WHEREAS, said Note is owned by Mortgagee and, by its terms, is due and owing on FEBRUARY 1, 2037; and

WHEREAS, the premises in said Mortgage described are still owned by the mortgagor; and

WHEREAS, the parties hereto have agreed upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows (notwithstanding anything to the contrary contained in the Note or Mortgage):

1. That as of the date hereof, the unpaid balance of said indebtedness is ONE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$198,840.00). This amount is a \$440.00 increase over the current principal balance of \$198,400.00.

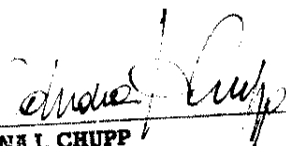
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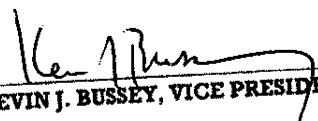
2. Commencing on MAY 1, 2011 and continuing on the first day of the next successive 11 months, there shall be paid on account of interest upon this Note, the sum of SIX HUNDRED SIXTY TWO AND 80/100 DOLLARS (\$662.80). Then commencing on MAY 1, 2012 and continuing on the first day of the next successive 11 months, there shall be paid on account of interest upon this Note, the sum of EIGHT HUNDRED TWENTY EIGHT AND 50/100 DOLLARS (\$828.50). Then commencing on MAY 1, 2013 and continuing on the first day of the next successive 11 months, there shall be paid on account of interest upon this Note, the sum of NINE HUNDRED NINETY NINE AND 00/100 DOLLARS (\$994.20). Then commencing on MAY 1, 2014 and continuing on the first day of the next successive 323 months, there shall be paid on account of principal and interest upon this Note, the sum of ONE THOUSAND TWO HUNDRED FORTY AND 73/100 DOLLARS (\$1,240.73). If on APRIL 1, 2041, the Undersigned still owes amounts under this note, the Undersigned will pay those amounts in full on that date which is called the "New Maturity Date".
3. The current interest rate to and including MARCH 31, 2011 is 6.00%. On APRIL 1, 2011, the interest rate shall be adjusted and fixed at 4.0% until MARCH 31, 2012. On APRIL 1, 2012 the interest rate shall be adjusted and fixed at 5.00% until MARCH 31, 2013. On APRIL 1, 2013 the interest rate shall be adjusted and fixed at 6.0% until APRIL 1, 2041 which is the "New Maturity Date".
4. That all the provisions, stipulations, powers and covenants contained in the mortgage and note shall stand and remain unchanged and in full force and effect for and during said modification period, except only as they are herein and hereby specifically varied or amended.
5. That all provisions hereof shall be binding and obligatory upon, and inure to the benefit of, the respective heirs, executors, administrators, legal representatives, successors, vendors, grantees and assigns of the parties hereto.

BORROWER and MORTGAGOR

By: 
AARON A. CHUPP

By: 
EDVANA I. CHUPP

WEST SUBURBAN BANK - MORTGAGEE

BY: 
KEVIN J. BUSSEY, VICE PRESIDENT

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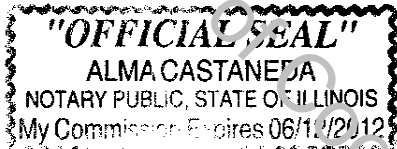
STATE OF ILLINOIS
COUNTY OF Kane

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that AARON A. CHUPP AND EDVANA I. CHUPP, HIS WIFE personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for uses and purposes herein set forth.

Given under my official seal, this 20 day of April, 2011.

Alma Castaneda
NOTARY PUBLIC

My Commission Expires: 06/12/2012



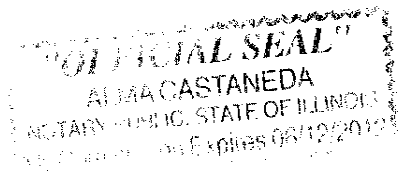
STATE OF ILLINOIS
COUNTY OF

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that KEVIN J. BUSSEY, personally known to me to be the VICE PRESIDENT of WEST SUBURBAN BANK, a corporation, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of April, 2011.

Alma Castaneda
NOTARY PUBLIC

My Commission Expires: 06/12/2012



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EXHIBIT "A"

PARCEL 1:

UNIT 209A IN THE SHIRES AT CLOCK TOWER PLACE CONDOMINIUM 1, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN CLOCK TOWER PLACE RESUBDIVISION, BEING A RESUBDIVISION IN THE W 1/2 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 29, 1995 AS DOCUMENT 95663007, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P209A AND STORAGE SPACE S209A, BOTH LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID DECLARATION OF CONDOMINIUM.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING, VEHICULAR AND PEDESTRIAN TRAFFIC AS SET FORTH IN THE DECLARATION OF COMMON EASEMENTS AND MAINTENANCE AGREEMENT RECORDED SEPTEMBER 29, 1995 AS DOCUMENT 95663006.

COMMON ADDRESS: 15 S. PINE STREET, UNIT 209, MOUNT PROSPECT, IL 60056

PIN: 08-12-101-024-1009