

UNOFFICIAL COPY



NOTE AND MORTGAGE MODIFICATION AGREEMENT

Doc#: 1119356028 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/12/2011 11:30 AM Pg: 1 of 6

**THIS NOTE AND
MORTGAGE MODIFICATION
AGREEMENT** is made and
entered into as of the 30/11
day of June, 2011, by and
between **CARL HADLEY** and
CAROLINE HADLEY,
husband and wife, 4936 North
Forster, Schiller Park, Illinois
60176 ("Mortgagor") and
FRANCESCO RANDAZZO, as
Trustee of the **FRANCESCO
RANDAZZO TRUST** dated
September 18, 1998 and
ROSARIA RANDAZZO, as
Trustee of the **ROSARIA
RANDAZZO TRUST** dated
September 18, 1998,
694 Yorkshire Lane,
Des Plaines, Illinois 60016
("Mortgagee").

RECITALS:

A. The Mortgagors were originally indebted to the Mortgagee in the sum of Two Hundred Ninety-eight Thousand Dollars (\$298,000.00) as evidenced by a certain Installment/Balloon Note dated June 29, 2006, made by the Mortgagors and payable to the order of and delivered to the Mortgagee.

B. The Installment/Balloon Note is secured, inter alia, by a mortgage, dated June 29, 2006, made by the Mortgagor in favor of the Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 5, 2006, under document number 0618643333 and said property commonly known as **4936 North Forster, Schiller Park, Illinois 60176** ("Property") and is legally described in Exhibit "A" attached hereto and made a part hereof.

UNOFFICIAL COPY

C. The Installment/Balloon Note, provided among other things, that Mortgagors make a final payment of principal and interest on or before July 1, 2011, and Mortgagors desire to extend the final payment for an additional five years to July 1, 2016 and pay to Mortgagee an additional Ten Thousand Dollars (\$10,000.00) upon execution of this Modification as and for a principal reduction, and for and in consideration of the Mortgagee granting such extension, the parties agree to modify the terms and provisions of the Installment/Balloon Note and Mortgage on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Installment/Balloon Note and Mortgage are hereby amended as follows:

(a) Mortgagee and Mortgagor hereby confirm that the present principal balance ("principal") of the loan is Two Hundred Ninety-Eight Thousand and 00/100 Dollars (\$298,000.00).

(b) The loan amortization period shall remain and shall be based upon the remaining period of three hundred (300) months commencing on August 1, 2011. The payment on the Installment/Balloon Note shall be changed from an interest only payment to a principal and interest payment amortized over the remaining period of three hundred months.

(c) The Mortgagor will pay, upon execution of this Modification, the sum of Ten Thousand Dollars (\$10,000.00) as a principal reduction payment.

(c) The Installment/Balloon Note and Mortgage are hereby amended to change the principal amount due and owing as of the date of this Modification to Two Hundred Eighty-eight Thousand 00/100 Dollars (\$288,000.00) and the payment shall be modified to provide that the principal and interest shall be paid by Mortgagors on the balance of principal remaining from time to time unpaid at the same rate of five and one-half percent (5.5%) interest per annum, such principal sum and interest to be payable in installments as follows: One Thousand Six Hundred Thirty-five and 23/100 Dollars (\$1,635.23) on or before the 1st day of August, 2011; One Thousand Six Hundred Thirty-five and 23/100 Dollars (\$1,635.23) on or before the 1st day of each month thereafter with a final balloon payment of principal and interest, if not sooner paid, on or before July 1, 2016.

UNOFFICIAL COPY

2. The Installment/Balloon Note and Mortgage and any other Loan Documents are hereby amended to provide that the indebtedness evidenced and secured thereby consists of the Loan as modified by this Installment/Balloon Note and Mortgage Modification Agreement and by any instruments executed pursuant hereto.

3. Except as provided herein, the Installment Note, the Mortgage, and any other Loan Documents applicable shall continue in full force and effect.

4. Mortgagor covenants and agrees to perform all of their obligations under the Installment/Balloon Note and Mortgage as hereby amended, and agree that any default thereunder shall be a default under the Mortgage.

5. Mortgagor warrants to Mortgagee as follows:

(a) They are not in default of any of the terms and conditions of the existing Installment/Balloon Note and Mortgage;

(b) Within the last six (6) months (i) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building situated on the land; (ii) nor have any goods, chattels, machinery, apparatus, or equipment been attached to the building thereon, as fixtures; (iii) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus, or equipment which are to be completed subsequent to the date hereof; (iv) nor have any notices of lien been received;

(c) There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, second mortgages, or voluntary liens or mortgages affecting title, other than the Mortgage between the Mortgagee and Mortgagor;

(d) There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements in respect to any appliances, equipment, or chattels that have or are to become attached to the land or any improvements thereon as fixtures;

(e) There are no unrecorded contracts or options to purchase the land;

(f) There are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof are subject;

(g) Mortgagor has filed all necessary and required income tax returns to the Internal Revenue Service and the State of Illinois, and no taxes are due and owing to the Internal Revenue Service and the State of Illinois;

UNOFFICIAL COPY

(h) Mortgagor has not receive any notices of any liens from the Internal Revenue Service or State of Illinois for any taxes due and owing;

(l) There are no judgments or pending lawsuits against the Mortgagor;
and

(j) All general real estate taxes for the Property, except those taxes for the current and preceding year that have not been billed, have been paid in full by the Mortgagor.

6. Mortgagor hereby ratifies and confirms the Installment/Balloon Note and Mortgage as hereby amended and the lien and security interest created thereby, and acknowledges that this modification does not extinguish the debt of the Mortgagor; and further, Mortgagor has no defenses or claims for set-off against the enforcement thereof by Mortgagee and has committed no act in violation of the terms of the Installment/Balloon Note and Mortgage.

7. This Agreement shall be binding on the parties and their respective heirs, legatees, successors, and assigns.

8. Except as expressly provided herein, the Installment/Balloon Note and Mortgage as hereby amended, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first above written.

Mortgagors:

Carl Hadley
Carl Hadley

Caroline Hadley
Caroline Hadley

Mortgagee:

Francesco Randazzo
Francesco Randazzo, as Trustee of the Francesco Randazzo Trust dated September 18, 1998.

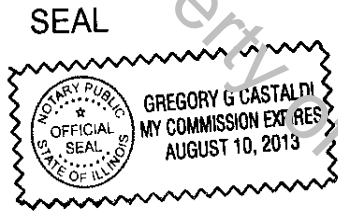
Rosaria Randazzo
Rosaria Randazzo, as Trustee of the Rosaria Randazzo Trust dated September 18, 1998

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carl Hadley and Caroline Hadley, husband and wife, 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, sealed, and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, 2011.



[Handwritten Signature]

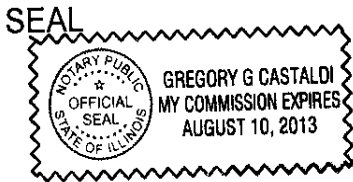
Notary Public

My commission expires: 8/10/13

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Francesco Randazzo, as Trustee of the Francesco Randazzo Trust dated September 18, 1998, and Fosaria Randazzo, as Trustee of the Rosaria Randazzo Trust dated September 18, 1998, Mortgagee, 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, sealed, and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, 2011.



[Handwritten Signature]

Notary Public

My commission expires: 8/10/13

Prepared by and mail to:
Law Office of Gregory G. Castaldi
5521 North Cumberland Avenue
Suite 1109
Chicago, Illinois 60656

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 46 IN BLOCK 10 IN FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, WHICH LIES EAST OF THE RIGHT OF WAY OF WISCONSIN RAILROAD, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office