



Doc#: 1120831041 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/27/2011 02:30 PM Pg: 1 of 5

For Recorders Use Only

**COMMERCIAL MORTGAGE NOTE AND MORTGAGE ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT MODIFICATION
AGREEMENT**

This Note and Modification Agreement (the "Agreement") is made as of **July 22, 2011**, between **Maria Wilk, as Trustee of the Maria Wilk Trust dated August, 14, 2000**, whose mailing address is **6100 W. Addison St., Chicago, IL 60634** ("Borrower") and **SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION**, a federally chartered credit union ("Lender").

Recitals

- A. Lender is the owner and holder of that Mortgage Note dated **July 15, 2008** made by the Borrower in the original principal amount of **Seven Hundred Seven Thousand AND NO/100TS DOLLARS (\$707,000.00)** (the "Note")
- B. A Commercial Mortgage Note, and Mortgage, dated **July 15, 2008**, executed by the Borrower and recorded in Cook County, Illinois on **July 21, 2008**, as Document No. **0820322101**.
- C. The Mortgage conveyed to the Lender is a first mortgage on the real estate, which is commonly known as **6100 W. Addison St., Chicago, IL 60634** and is described in Exhibit A, which is attached hereto and made a part hereof.
- D. The Maturity Date of the original Note as adjusted by Affidavit dated July 26, 2008 remains **July 25, 2015**.
- E. Borrower has requested that Lender modify interest rate of the Note in the amount of **Seven Hundred Seven Thousand AND 00/100TS(\$707,000.00) FROM Six and One Quarter, as per Modification dated February 26, 2010 (6.25%) PER CENT PER ANNUM TO Five (5.00%) PER CENT PER ANNUM.**

For good and valuable consideration, the receipt of which is acknowledged, and for other promises contained herein, the parties agree as follows:

- 1. The INTEREST RATE is hereby modified from **6.25% TO 5.00%** .
- 2. The monthly payments of principal and interest of **\$4,438.72** are adjusted to monthly payments of **\$3,901.28** effective upon receipt of signed Loan Modification Agreement.
- 3. All principal, interest, advances and other charges due under the Note will be due and payable in full, if not sooner paid, on **July 25, 2015**.

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4. The Mortgage and the Loan Documents are deemed to be amended pursuant to the terms of this Agreement and continue as security for payment of the Note.
5. Borrower confirms all terms, provisions and conditions of the Note, Mortgage and Loan Documents, as amended and all terms and provisions contained in the Note, Mortgage and the Loan Documents remain in full force and effect as stated therein except as modified pursuant to the terms herein.
6. Borrower represents and warrants that the Note, Mortgage and the Loan Documents as amended and modified, remain valid, binding and enforceable according to their respective terms.
7. The parties agree that the only change effectuated by this modification agreement is the interest rate. All other terms and conditions remain in full force and effect. That as of date of this Agreement, the unpaid balance of indebtedness is **\$691,875.19**, all of which borrower promises to pay with interest at **5.00%** per annum until paid in full and that the same shall be payable in monthly installments of **\$3,901.28** beginning on the **August 26, 2011** to be applied as provided in the Note and mortgage identified above, plus a sum estimated to be sufficient to discharge tax and insurance obligations (which estimated sum may be adjusted as necessary). Such monthly installments shall continue until entire indebtedness evidenced by Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on **July 25, 2015**.

IN WITNESS WHERETO, the parties have signed this modification agreement on July 22 2011.

BORROWER:

Maria Wilk
 Maria Wilk as Trustee of the Maria Wilk
 Trust date August 14, 2009
 Address: 6100 W. Addison Street
 Chicago, IL 60634

Maria Wilk
 * Maria Wilk – personally

*For value received I, the
 Undersigned personally
 Guarantee the payment of
 This Modification Agreement:

Marek Wilk
 *Marek Wilk
 Address: 6100 W. Addison Street
 Chicago, IL 60634

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SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION

BY: *Bohdan Watral*
Bohdan Watral – President

ATTEST *Ulana Hrynewych*
Ulana Hrynewych – Assistant Secretary

STATE OF ILLINOIS,
COUNTY OF COOK } SS:

I, *Theresa Dachniewskyj*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **Maria Wilk, as Trustee of the Maria Wilk Trust dated August, 14, 2000**, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *22nd* day of *July*, *2011*.

Theresa Dachniewskyj
NOTARY PUBLIC

My commission expires: *5/25/2014*



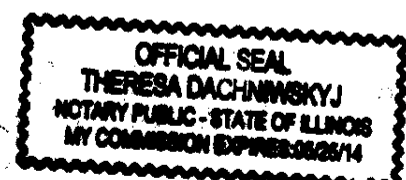
STATE OF ILLINOIS,
COUNTY OF COOK } SS:

I, *Theresa Dachniewskyj*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **Marek Wilk, divorced and not remarried and Maria Wilk, divorced and not remarried**, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *22nd* day of *July*, *2011*.

Theresa Dachniewskyj
NOTARY PUBLIC

My commission expires: *5/25/2014*



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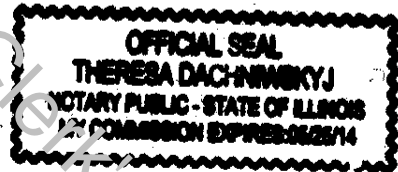
STATE OF ILLINOIS
COUNTY OF COOK } SS

I, Theresa Dachniwskyj, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT BOHDAN WATRAL and ULANA HRYNEWYCH personally known to me and known by me to be the President and ASSISTANT Secretary respectively of **SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION** in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said **SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION**, as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said **SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION** did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Secretary as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2011.

Theresa Dachniwskyj
NOTARY PUBLIC

My commission expires: 5/25/2014



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LEGAL DESCRIPTION:

LOT SEVENTY THREE (73) LOT SEVENTY FOUR (74) IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS THIRD ADDITION, A SUBDIVISION OF SOUTH 1.322 ACRES OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST (1/4) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 2.643 ACRES OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:

6100 W ADDISON STREET, CHICAGO, IL 60634

P.I.N.: 13-20-121-035-0000

Property of Cook County Clerk's Office