1128031056 Fee: \$42.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 10/07/2011 12:36 PM Pg: 1 of 3

## NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 28 day of 50, 2011 by and between Jacek Marek and Ewa Marek, husband and wife, (hereinafter "Borrowers") and Think Mutual Bank FKA Think Federal Credit Union converted to a Mutual Savings Association under the laws of the United States of America by change in charter effective July 1, 2007 (hereinafter "Lender")

## WITNESSETH:

WHEREAS, Borrowers have heretofore borrowed One Hundred Thirty Two Thousand Five Hundred (\$132,500.00) Dollars from Lender as evidenced by a Note dated October 22, 2004 which was secured by a Mortgage of even date recorded on November 8, 2004 as Document Number 0431320080 in the office of the Councy Recorder in and for Cook County, Illinois (hereinafter referred to as the "Note" and "Mortgage" respectively);

Unit 2304 together with its undivided percentage interest in the common elements in Treetop Condominium Building Number 23, as delineated and defined in the Declaration recorded as document number 24930206, in the NE ¼ of Section 16, Township 36 N, Range 12, E of the 3<sup>rd</sup> Principal Meridian in Cook County, Illinois Pin: 27-16-209-040-1004

ALSO KNOWN AS: 9826 Treetop Dr Unit 2W Orland Park IL 60462

AND WHEREAS, Borrowers and Lender wish to modify the Note and Mortgage in certain respects at this time;

NOW, THEREFORE, Borrowers and Lender agree as follows:

- 1. That the principal balance due and owing on said Note after the September 1, 2011 payment has been made shall be One Hundred Fifteen Thousand Seven Hundred Eighty Four and 69/100ths (\$115,784.69) Dollars.
- 2. Lender hereby agrees to modify the Note and Mortgage for and in consideration of the payment by Borrowers of One Thousand One Hundred Fifty Seven and 85/100 (\$1,157.85) Dollars representing the modification fee.



## **UNOFFICIAL COPY**

- 3. Borrower promises to pay interest at a yearly rate of 3.375%.

  That the principal balance listed above shall be amortized over a period of 278 months thereby modifying the monthly payment to Six Hundred and 88/100ths (\$600.88) Dollars commencing with the monthly payment due October 1, 2011. Borrower promises to pay the debt in full not later than September 1, 2018.
- 4. Except as otherwise modified above, the Note and Mortgage shall in all other respects remain in full force and effect.

Jacek Marek

Ewa Marek

State of Illinois

County of Cock

The foregoing instrument was acknowledged before me this 2011 day of September, 2011, by Jacek Marek and Ewa Marck husband and wife.

Notary Public

"OFFICIAL SEAL"

MARGARET TOKARSKI

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES DEC. 21, 2013

1128031056 Page: 3 of 3

## **UNOFFICIAL COPY**

THINK MUTUAL BANK

By:

Its Mortgage Servicing Representative

Bv:

Its Servicing Manager

State Of Minnesota

County of Olmsted

The foregoing instrument was acknowledged before me this 24 day of, 2011, by Amanda Phillippi and Angie Alberts, the Mortgage Servicing Representative and Servicing Manager, respectively of the Think Mutual Bank, a Mutual Savings Association organized and existing under the laws of the United States Corporation of America.

(Seal)

Notary Public

This document was prepared by: Think Mutual Bank 5200 Members Parkway NW Rochester, MN 55901

