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owner and holder of the Second Note.

WHEREAS, the Second Note is secured by a mortgage made by Nieves to Mortgagee dated May 11, 2006 and recorded **May 22, 2006** in the Office the Recorder of Deeds of Cook County, Illinois as Document No.**0614247045**, (the "**Second Mortgage**").

WHEREAS, attached hereto and made a part hereof as **Exhibit B** is a legal description of the real estate and premises owned by Nieves and covered by the Second Mortgage (the "**Second Premises**"); and

WHEREAS, Nieves have requested Mortgagee to enter into this Agreement whereby the terms and provisions of the First Note will be modified as detailed in this Modification Agreement and whereby the First Note and First Mortgage, and the Second Note and Second Mortgage will contain cross default and cross collateralization provisions and Mortgagee agrees it is willing to so modify the terms and provisions of the First Note and the First Mortgage if Nieves agree to the remaining terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and conditions herein contained, the execution and delivery of this Agreement, and in reliance upon the representations and warranties herein contained, the parties agree as follows:

1. **Recitals:** The Recitals stated above are incorporated herein and made a part of this Agreement.
2. **Acknowledgment of Loan Documents.** Nieves hereby acknowledge that the First Note, the First Mortgage, the Second Note, and the Second Mortgage, (collectively the "Loan Documents") are all valid and enforceable in accordance with their respective terms and provisions, and that Nieves do not have any defenses, counterclaims, or set-offs to The Loan Documents and that to the extent that they do have any defenses, counterclaims, or set-offs, they are hereby waived.
3. **Representations of Nieves.** Nieves represent to Mortgagee that, except as specifically noted herein, there exist no second or junior mortgage or other subsequent lien now outstanding against either the First Premises or the Second Premises, and that the lien of the First Mortgage and of the Second Mortgage are both valid, first and subsisting liens on the First Premises and upon the Second Premises.
4. **Modification of the Loan Documents.** All capitalized terms used herein that are not defined herein shall have the meanings subscribed to them in the Loan Documents. The First Note and First Mortgage are hereby modified as follows:
 - a. Nieves will pay a Modification Fee of \$750.00 to PNA Bank on the date hereof,
 - b. Mortgagee, Nieves, agree that, except as expressly modified hereunder, the First

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Note and the First Mortgage (and any other original documents executed in conjunction therewith and subsequent modifications thereto) shall remain in full force and effect and all of the remaining terms and provisions of the Loan Documents and all other original loan documents are hereby ratified and confirmed.

- c. Effective October 1, 2011, the Unpaid Principal Balance of the First Note will be fully amortized over a new 360 month period and the Maturity Date of the First Note will be October 1, 2041.
- d. The Unpaid Principal Balance due under the First Note is as of October 1, 2011 \$538,853.06. Effective as of October 1, 2011 interest under the First Note shall accrue at the amortizing rate of 4.250% per annum and principal and interest shall be paid in monthly installments of **\$2,650.83** commencing on November 1, 2011 and continuing on the first day of each month thereafter for 7 months . On the next scheduled rate change date of May 1, 2012 effective with the June 1, 2012 payment and every twelve months thereafter, the payments of principal and interest will be based, except for the new amortization period, on the original terms of the First Note and the new Maturity Date.
- e. Mortgagee agrees that Nieves may request that Mortgagee make a determination whether the First Premises may be released from the cross-default and cross-collateralization provisions of this Agreement and the First Mortgage as herein modified if (a) Nieves propose to pay the First Note in full; or (b) Nieves propose to sell the First Premises and pay the First Note in full. Upon such request Mortgagee shall consent to the release of the First Premises from the cross default and cross-collateralization provisions of this Agreement and the First Mortgage as herein modified, provided the following conditions are satisfied:
- (i) There exists no default under the Second Note, and the Second Mortgage, and no event has occurred that, but for the passage of time and/or the giving of notices, would constitute an event of default thereunder.
 - (ii) In the event there exists a default or an event of default under the Second Note or the Second Mortgage, any sums received by Nieves in excess of the balance due under the First Note and the First Mortgage shall be applied to reduce the then outstanding principal balance due under the Second Note without premium or penalty and shall be treated as a voluntarily prepayment thereof, but shall not serve to reduce the due dates or amounts of monthly payments due thereunder.

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5. Second Note and Second Mortgage: Cross Collateralization and Cross Default.

Mortgagee agrees that Nieves may request that Mortgagee make a determination whether the Second Premises may be released from the cross-default and cross-collateralization provisions of this Agreement and the Second Mortgage as referred to herein if (a) Nieves propose to pay the Second Note in full; or (b) Nieves propose to sell the Second Premises and pay the Second Note in full. Upon such request Mortgagee shall consent to the release of the Second Premises from the cross default and cross-collateralization provisions of this Agreement and the Second Mortgage as herein modified, provided the following conditions are satisfied:

(i) There exists no default under the First Note and the First Mortgage, and no event has occurred that, but for the passage of time and/or the giving of notices, would constitute an event of default thereunder.

(ii) In the event there exists a default or an event of default under the First Note or the First Mortgage, any sums received by Nieves in excess of the balance due under the Second Note and the Second Mortgage shall be applied to reduce the then outstanding principal balance due under the First Note without premium or penalty and shall be treated as a voluntarily prepayment thereof, but shall not serve to reduce the due dates or amounts of monthly payments due thereunder.

6. Cross Collateralization. From the date hereof the First Note shall be secured by the both the First Premises and the Second Premises, and the Second Note shall be secured by both the First Premises and the Second Premises.

7. Advice of Counsel. Nieves acknowledge they have read and reviewed the terms and provisions of this Agreement and are familiar with same. Nieves clearly understand the terms and provisions of this Agreement and have fully and unconditionally consented to them. Nieves have had the full benefit and advice of counsel of their own selection in regard to this Agreement. Nieves's execution of this Agreement is done freely, voluntarily, with full knowledge and without duress. In executing this Agreement, Nieves are not relying upon any representations, written or oral, express or implied, made to Nieves by any party to this Agreement. Nieves acknowledge the consideration received or to be received under this Agreement is actual and adequate.

8. Release of Mortgagee. As additional consideration for the modification of the terms and provisions of the First Note and the First Mortgage, Nieves on their own behalf and on behalf of any successors and assigns, hereby fully and forever release, remise and forever discharge Mortgagee and its past and present officers, directors, employees, agents, attorneys, predecessor-in-interest, parents, subsidiaries, affiliates and assigns of and from any and all actions, claims, and causes of actions, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, which Nieves have, own or hold, or at any time heretofore had, may have had, owned or held, whether based on contract, tort, statute,

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or other legal or equitable theory of recovery, including but not limited to the First Note, the First Mortgage, the Second Note, or the Second Mortgage, the First Premises or the Second Premises or this Agreement.

9. **Execution of Documents.** The parties hereto agree to execute all documents necessary to effectuate the terms and conditions of this Agreement.

10. **Course of Dealings.** No course of dealing on the part of Mortgagee or any delay or failure on the part of Mortgagee to exercise any right shall operate as a waiver of such rights or otherwise prejudice the Mortgagee's rights, powers, or remedies.


11. **Choice of Laws.** This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its choice of laws provisions. Any suit or other action instituted by any party for the enforcement or breach of this Agreement shall be filed in Cook County, Illinois or in the Federal Courts for the Northern District of Illinois.

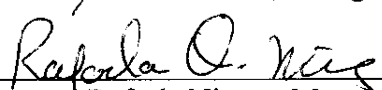
12. **Mutual Consent.** The parties hereto all acknowledge that this Agreement has been negotiated at arms length, that each has had the opportunity to consult with legal counsel of their own choice if desired, and that the parties hereto have entered into this Agreement of their own free will.


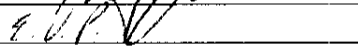
13. **Modifications.** No modification or change in this Agreement shall be binding upon any party unless all parties consent in writing.

14. **Jury Trial Waiver.** NIEVES HEREBY WAIVE ALL RIGHTS TO TRIAL BY A JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS REFERRED TO HEREIN.

IN WITNESS WHEREOF, the parties hereto, have executed this Loan Modification Agreement effective as of October 1, 2011.

By: 
Jose G. Nieves, Mortgagor


Rafaela Nieves, Mortgagor

PNA Bank
By: 
Its: 

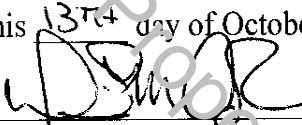
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

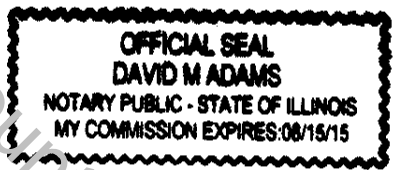
I, DAVID M. ADAMS Notary Public in and for said County, in the State aforesaid, do hereby certify that Jose G.Nieves and Rafaela Nieves, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

this 13th day of October, 2011.


Notary Public

My Commission Expires: 8/15/2015



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

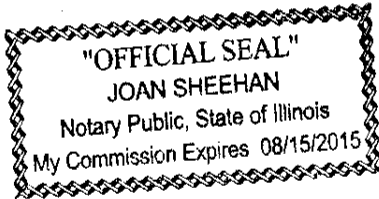
I, Joan Sheehan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert S Hoffman E.V.P. of PNA Bank personally known to me and known to be the same person whose name is subscribed to the foregoing instrument as such E.V.P., appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 19th day of October, 2011.

Joan Sheehan
Notary Public

My Commission Expires: 8/15/2015



Property of Cook County Clerk's Office

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Exhibit A

Commonly Known as: 1300 W 64th Street
Chicago, IL 60636

PIN: 20-20-105-029-0000

~~Leases, sales, contracts, mortgages and warrants to Lender the following described property:~~

LOT 37 IN EDMUND A. CUMMINGS SUBDIVISION OF LOTS 45 TO 70, LOTS 79 TO 104, LOTS 113 TO 138, LOTS 147 TO 164 AND THE SOUTH 10 FEET OF LOT 44, 71, 78, 105, 112, 139 AND 146 ALL IN THE 63RD STREET AND CENTRE AVENUE SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 20-20-105-029-0000

Property of Cook County Clerk's Office

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Exhibit B

Commonly Known as: 6321-23 S. Whipple
Chicago, IL 60629

PIN: 19-24-103-010-0000

Original, true, correct, mortgages and warrants to LEND the following described property:

LOTS 43 & 44 IN BLOCK 1 IN EAST CHICAGO LAWN, BEING CAMPBELL'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-24-103-010.

Property of Cook County Clerk's Office