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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1202734029 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/27/2012 09:42 AM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 28-04-413-004-0000 ✓

Address:

Street: 4823 142nd Street ✓

Street line 2:

City: Crestwood

State: IL

ZIP Code: 60445

Lender: Centruue Bank

Borrower: Michael Wasik

Loan / Mortgage Amount: \$42,503.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 70868F0B-80F1-4D37-B27B-2A6303B725E0

Execution date: 01/11/2012

Property of Cook County Clerk's Office

29
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NY
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EN
18/12

UNOFFICIAL COPY**MODIFICATION OF
MORTGAGE AGREEMENT**

This Document Prepared By:

Centrue Bank
122 W. Madison St.
Ottawa, IL 61350

Mail to:

Centrue Bank
122 W. Madison St.
Ottawa, IL 61350

MODIFICATION OF MORTGAGE AGREEMENT

Loan No. 812019775

MODIFICATION OF MORTGAGE AGREEMENT, made January 11, 2012, between Centrue Bank (the "Mortgagee") with offices at 122 W. MADISON ST., OTTAWA, IL 61350 and MICHAEL WASIK AND LISA WASIK, HUSBAND AND WIFE the ("Mortgagor") of 4823 WEST 142ND STREET CRESTWOOD, IL 60445.

RECITALS:

- A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated SEPTEMBER 10, 2007, in the amount of ONE HUNDRED THOUSAND AND NO/100(\$100,000.00) Dollars (the "Note"); and
- B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded OCTOBER 10, 2007, as Document Number 0728301045, in the office of the Recorder for COOK County, Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgaged Premises"); and
- C. The Mortgagor and Mortgagee wish to modify the Note and the Mortgage, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of NO DOLLARS(\$0.00) Dollars.
2. The following provisions of the Note and the Mortgage are hereby modified and amended as follows:

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a. **MODIFICATION OF NOTE.**

i. **Interest Rate.** The interest rate of _____
(____%) percent per annum is modified to _____
(____%) per annum. Interest shall never exceed the maximum rate permitted
by law to be charged to the Mortgagor by the Mortgagee.

ii. **Monthly Installments.** The monthly installment of
_____ (\$ _____) Dollars is modified to a
monthly installment of _____ (\$ _____)
Dollars, principal and interest.

iii. **Maturity Date.** The date upon which the entire indebtedness
evidenced by the Note, if not sooner paid, shall be due and payable is
extended to the ____ day of _____, 20____.

iv. **Date of Payment.** The due date of the monthly payment is
changed to _____, 19____, and on the same day of each month
thereafter.

v. **Credit Limit Amount.** The credit limit is hereby reduced
from ONE HUNDRED THOUSAND AND NO/100(\$100,000.00) to
FORTY-TWO THOUSAND FIVE HUNDRED THREE AND
NO/100(\$42,503.00)

b. **MODIFICATION OF MORTGAGE.**

i. **Amount Secured.** The principal amount secured by the
Mortgage is modified to the sum of FORTY-TWO THOUSAND FIVE
HUNDRED THREE AND NO/100(\$42,503.00) Dollars, plus interest as set
forth in the Note.

ii. **Maturity Date.** The date upon which the entire indebtedness
evidenced by the Note, if not sooner paid, shall be due and payable and the
maturity date of the Mortgage is extended to the ____ day of
_____, 20____.

iii. **Additional Information.** The Mortgage is further modified
as follows:

3. The parties agree that the Note and the Mortgage, including such changes,

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modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or affect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

4. All of the terms, conditions and provisions in the Note which evidences the debt and the Mortgage which secures it are hereby ratified and confirmed in all respects, except as modified or extended in this Agreement. This Agreement shall not create any merger or alter or prejudice the rights or priorities of the parties hereto or the lien created by the Mortgage, and if so construed, then this Agreement shall be void and of no effect.

5. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

6. This Agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, this Agreement was executed as of the date first written above.

MORTGAGOR:

Michael Wasik
MICHAEL WASIK

Lisa Wasik
LISA WASIK

STATE OF ILLINOIS)
) SS.
COUNTY OF DeKalb)

I, the undersigned, a Notary Public, CERTIFY that MICHAEL WASIK and LISA WASIK, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11TH day of JANUARY, 2012.

Gina M. Dale
Notary Public



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MORTGAGEE:

CENTRUE BANK

By: Wendy McCann
 Wendy McCann
 Its: Consumer Loan Manager

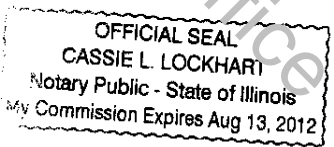
By: Sue Saar
 Sue Saar
 Its: Senior Underwriter

STATE OF ILLINOIS)
)
 COUNTY OF LASALLE) SS.

I, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Wendy McCann and Sue Saar, personally known to me to be the Consumer Loan Manager and Senior Underwriter of Centruue Bank, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the instrument as an authorized officer of Centruue Bank, pursuant to authority of Centruue Bank as its free and voluntary act, and as the free and voluntary act and deed of Centruue Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12th day of January, 2012.

Cassie L. Lockhart
 Notary Public



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EXHIBIT A

To Modification Agreement

LOT 115 IN FREDERICK H. BARTLETT'S MIDLOTHIAN FARMS, A SUBDIVISION OF LOTS 1 TO 12 INCLUSIVE, LOTS 16, 17, 22, 23 AND 24, AND LOTS 29 TO 45 INCLUSIVE IN FREDERICK H. BARTLETT'S CICERO AVENUE FARMS, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF DITCH AND SOUTH OF MAIN ROAD (EXCEPT THE SOUTH 33 FEET THEREOF, CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD COMPANY), IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 28-04-413-004-0000 ✓