



Doc#: 1209331005 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2012 10:06 AM Pg: 1 of 5

This instrument prepared under
the supervision of
ARTHUR NEVILLE, Attorney
4801 W. Belmont Ave.
Chicago, Illinois 60641

COMMUNITY SAVINGS BANK
HARDSHIP MODIFICATION TO MORTGAGE AND NOTE
LOAN NO. 01-10192184

This Hardship Modification to Mortgage and Note is made this 23rd day of March, 2012 between Jolanta Zapart (hereinafter referred to as "Mortgagor") and Community Savings Bank (hereinafter referred to as "Mortgagee").

WHEREAS, Jolanta Zapart and Ryszard Zapart, her husband, and the Mortgagee entered into a Mortgage contract dated February 25, 2005, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0510114187 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated February 25, 2005 in the principal sum of \$280,000, and

WHEREAS, Ryszard Zapart died on September 5, 2006 leaving Jolanta Zapart as the sole surviving Tenant by the Entirety, and

WHEREAS, the Mortgagor has produced sufficient documentation to the Mortgagee to verify her current economic situation which substantiates the hardship she is experiencing making the current mortgage payment. This hardship will likely cause delinquent payments and default leading to foreclosure. The Mortgagor has expressed a need to reduce the monthly mortgage payments and has asked Community Savings Bank to modify the terms of said Mortgage and Note which will allow the Mortgagor to make timely payments and prevent foreclosure; and

WHEREAS, Mortgagor and Mortgagee have agreed to enter into this Modification for the purpose of modifying the terms of the original agreement between the Mortgagor and Mortgagee thereby reducing the monthly payment, and

WHEREAS, Mortgagor and Mortgagee have agreed that the Mortgagor will hold the current arrearage in forbearance and that the amount to be held in forbearance is \$25,733.99; and

WHEREAS, Mortgagor and Mortgagee have agreed that the current principal balance of this loan will be re-amortized for term of 30 years with an initial interest rate of 3.500%. This initial interest rate will be fixed for the first two (2) years of the loan beginning with

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the April 1, 2012 payment and continuing thereafter for a total of 24 monthly payments; and

WHEREAS, the Mortgagor and Mortgagee have agreed that after the initial 24 payments the then remaining principal balance of this loan will again be re-amortized over the remaining term of 336 months with fixed interest rates of 5.25% (Note), and 5.00% (Pay-O-Matic) and that this second modification will be permanent starting with the first payment beginning on April 1, 2014 with a maturity date of March 1, 2042 and

NOW THEREFORE, Mortgagor and Mortgagee, hereby agree that the Mortgage and Note are amended, modified, or supplemented as follows:

1. Forebearance of Arrearage. The current arrearage in the amount of \$25,733.99 will be held in forbearance by the Mortgagee. The Mortgagee will forebear collection of these monies or interest thereon until the Maturity Date set out below. However, payment of the arrearage shall become due in full, in the event the Mortgagor sells the property or refinances this loan.
2. Amortization of Principal Amount of Term Loan. The current principal balance of said loan is re-amortized for a term of 360 months beginning with a first payment due and owing on April 1, 2012, and all subsequent monthly payments due and owing on the 1st day of each month thereafter. The Maturity Date is hereby modified to March 1, 2042.
3. New Interest Rates: The initial interest rate is hereby modified to 3.500% for a term of two (2) years after which the interest rates will change to 5.25% (Note) and 5.00% (Pay-O-Matic) which rates will be fixed for the remaining 28 years of the 30 year term.
4. Initial Loan Payment. The initial Principal and Interest (P&I) payment starting on April 1, 2012 and continuing for 23 months thereafter is \$1,126.64 (3.500%) based upon a 360 month amortization schedule.
5. Final Loan Payment. The final Principal and Interest payment beginning on April 1, 2014 will be based on the then remaining principal balance being re-amortized for the remaining term of 336 months with fixed interest rates of 5.25% (Note) and 5.00% (Pay-O-Matic).
6. Reaffirmation. Mortgagor hereby ratifies and confirms her liabilities and obligations under the Mortgage, Note, (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that she has no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.
7. Tax Escrow. Mortgagor hereby agrees that in addition to the principal and interest payments listed above, she will also pay an amount sufficient to pay the annual real estate taxes. This escrow payment will be reviewed each year and may be changed to reflect the changing amount of taxes due.

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Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the Mortgage, Note or other Loan Documents as amended by this Hardship Modification.

Mortgagor further represents to Mortgagee that there is not any condition, event or circumstances existing or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Mortgagor, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as detailed herein.

The parties further agree that as of March 23, 2012, the principal balance of the loan is Two Hundred Fifty Thousand Eight Hundred Ninety Five and 65/100 (\$250,895.65) Dollars


8. Binding on Successors. This Hardship Modification of Mortgage and Note shall be binding on Mortgagor and her respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.
9. Original Agreement Binding. Except as provided herein, the Mortgage, Note and all other Loan Documents, as amended, shall remain in full force and effect in accordance with their respective terms.
10. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended.

IN WITNESS WHEREOF, the parties have executed this Hardship Modification to Mortgage and Note this 23rd day of March, 2012.

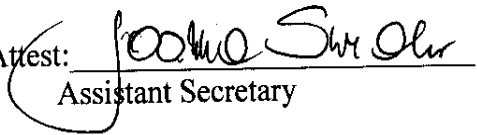
MORTGAGEE:

Community Savings Bank


By:

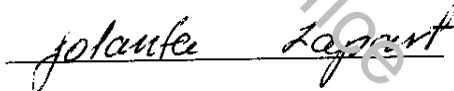

Vice President

Attest:


Assistant Secretary

MORTGAGOR:


Jolanta Zapart



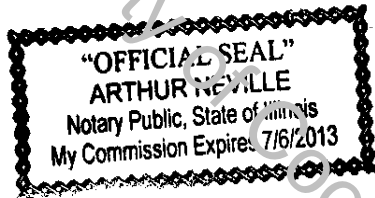
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State of Illinois)
)
County of Cook)

MORTGAGOR NOTARY

I, Arthur Neville, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Jolanta Zapart, previously known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the intent and purposed therein set forth.

Given under my hand and seal this 23rd day of March, 2012



Arthur Neville

Notary Public

BOX 331

Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

THE NORTH HALF (N ½) OF THE SOUTH HALF (S ½) OF LOT 4 BLOCK 14 IN W.F. KAISER AND CO'S ADDISON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 13-19-131-026-0000

COMMONLY KNOWN AS: 3616 N. SAYRE AVENUE, CHICAGO, IL. 60634

MAIL TO:
(and prepared by)
Arthur Neville
Community Savings Bank
4801 W. Belmont Avenue
Chicago, IL. 60641

BOX 331