



Doc#: 1212831008 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/07/2012 10:11 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 First Modification to Mortgage and Note Loan No. 01-10184904

This First Modification to Mortgage and Note is made this 22<sup>nd</sup> day of March, 2012 between Dusan Surovy and Ingrid Surovy (hereinafter referred to as the Mortgagors) and Community Savings Bank (hereinafter referred to as the Mortgagee)

WHEREAS, Mortgagors and Mortgagee have entered into a Mortgage contract dated December 13, 2002, said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 15, 2003 as Document No. 0030069804 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated December 13, 2002 in the principal amount of Four Hundred Sixty Nine Thousand Dollars (\$469,000); and

WHEREAS the Mortgagors and Mortgagee desire to enter into this First Modification to Mortgage and Note to change certain conditions and terms of the Note, to wit:

Upon the payment of a Modification Fee (\$1,600) the current principal balance will be re-amortized for a term of 180 months with fixed interest rates of 5.75% (Note) and 5.50% (Pay-O-Matic) beginning with a first payment due and owing on April 1, 2012. The Maturity Date is hereby modified to March 1, 2027.

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

1. Amortization of Principal. The remaining principal balance of said loan is re-amortized for term of 180 months beginning with a first payment due and owing April 1, 2012, and all subsequent monthly payments due and owing the first day of each thereafter.
2. New Interest Rates. Interest in arrears shall accrue on the outstanding principal balance from the date hereof at the rate of 5.75% (Note) and 5.50% (Pay-O-Matic) per annum. These rates are fixed for the entire 180 month term.
3. Maturity Date. All unpaid principal and accrued interest thereon, if not sooner due or paid, shall be due and payable on March 1, 2027
4. Loan Payments. Starting April 1, 2012 and on the same day each month thereafter, a principal and interest payment shall be due the Mortgagee in the sum of \$3,104.91 (Note) or \$3,055.08 (Pay-O-Matic) which is based on a fifteen year amortization schedule. A final payment of the remaining principal balance, plus

# UNOFFICIAL COPY

any accrued interest shall be due and payable on the Maturity Date. Subject to adjustment, the monthly real estate tax escrow is \$765.38 per month and is due on the first day of each month starting as set forth above.

5. Reaffirmation. Mortgagors hereby ratify and confirm their liabilities and obligations under the Mortgage, Note, Supplemental Agreement and all other loan documents (hereinafter referred to a "Loan Documents") and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set offs to the enforcement by Mortgagee of the liabilities and obligations of Mortgagors under said Loan Documents as modified by this agreement.

Mortgagors represent 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 Loan Documents as amended by the First Modification.

Mortgagors further represent to Mortgagee that there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Mortgagors or the real estate or any lien recorded against the subject real estate since the recording of the Mortgage as detailed herein.

The parties further agree that the Principal Balance of the loan as of March 22, 2012 is **Three Hundred Seventy Three Thousand Nine Hundred and 45/100 Dollars (\$373,900.45)**

6. Binding on Successors. This First Modification shall be binding on Mortgagors and their legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.
7. Original Agreement Binding. Except as provided herein, the Mortgage, Note and Supplemental Agreement along with all other Loan Documents, as amended, shall remain in full force and effect in accordance with their respective terms.
8. Conditions Precedent. This First Modification shall be effective upon the occurrence of all of the following:
- Verification by Mortgagee that there have been no liens recorded against the Real Estate other than the subject Mortgage or other permitted liens.
  - Payment to the Mortgagee a fee of \$1,600 and all costs.
9. Definitions. Unless otherwise defined, all capitalized terms shall have the same meaning as set forth in the Mortgage, Mortgage Note and Supplemental Agreement, as amended.
10. This First Modification shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note reference is made to the Loan Documents aforesaid, such references shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remained unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage as revised by this First Modification, or

# UNOFFICIAL COPY

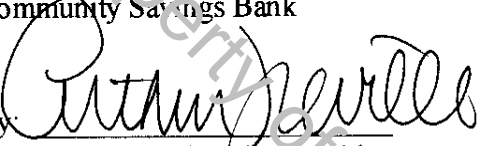
the covenants, conditions and agreements therein contained or contained in the Note.

- 11. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.
- 12. Mortgagors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of this 22<sup>nd</sup> day of March, 2012

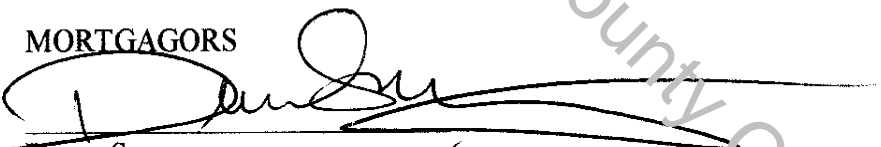
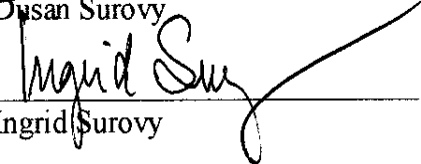
**MORTGAGEE**

Community Savings Bank

By:   
 Arthur Neville, Vice President

Attest:   
 Assistant Secretary

**MORTGAGORS**

  
 Dusan Surovy  
  
 Ingrid Surovy

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## EXHIBIT "A"

LOT 46 IN BLOCK 4 IN DICKEY AND BAKER'S NORTHWEST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-34-128-001-0000

CURRENTLY KNOWN AS: 4449-55 W. DICKENS AVENUE, CHICAGO, IL. 60639

Property of Cook County Clerk's Office


**UNOFFICIAL COPY**

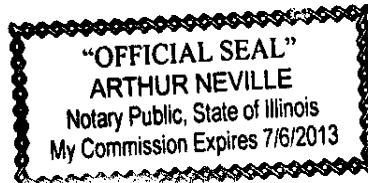
State of Illinois )  
County of Cook)

Mortgagor Notary

I, Arthur Neville, a Notary Public for Cook County, Illinois, do hereby state and certify that Dusan Surovy and Ingrid Surovy who are personally known to me to be the same person(s) whose name(s) are subscribed to this document as Mortgagors, appeared before me this day in person, and acknowledged that they signed and delivered said document as their free and voluntary act, for the uses and purposes set forth therein.

Signed and given under my hand and official seal this 22 day of March, 2012.

  
Notary Public

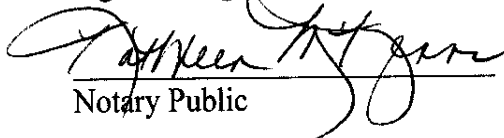


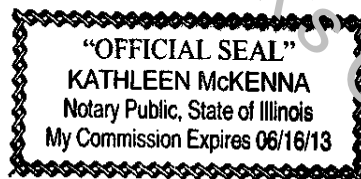
State of Illinois )  
County of Cook )

Mortgagee Notary

I, Kathleen McKenna, a Notary Public for Cook County, Illinois do hereby certify that Arthur Neville, Vice President of Community Savings Bank and Barbara Masciola, Assistant Secretary of Community Savings Bank, who are personally known to me to be the same persons whose names are subscribed to this document as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said document as their own free and voluntary act and as the free and voluntary act of Community Savings Bank as aforesaid, for the uses and purposes set forth therein.

Signed and given under my hand and official seal this 22 day of March, 2012.

  
Notary Public



Prepared by and **MAIL TO:**

Arthur Neville  
Community Savings Bank  
4801 W. Belmont Avenue  
Chicago, IL. 60641

BOX 331