

# UNOFFICIAL COPY



Doc#: 1213531014 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/14/2012 10:20 AM Pg: 1 of 4

**This instrument prepared under  
the supervision of  
ARTHUR NEVILLE, Attorney  
4901 W. Belmont Ave.  
Chicago, Illinois 60641**

## **Community Savings Bank First Modification to Mortgage and Note Loan No. 01-10192419**

This First Modification to Mortgage and Note is made this 27<sup>th</sup> day of April, 2012 between Grzegorz Szewczyk, and Bernadette Szewczyk (Mortgagors) and Community Savings Bank (Mortgagee)

**WHEREAS**, Mortgagors and Mortgagee have entered into a Mortgage contract dated April 18, 2005, said Mortgage having been recorded with the Cook County, Illinois Recorder of Deeds as Document No. 0511505053 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage and Note dated April 18, 2005 in the principal amount of \$450,000; and

**WHEREAS** said Note matures on May 1, 2012 with a balloon payment due and owing of the entire principal balance of the loan and unpaid interest and costs then due, and,

**WHEREAS** the Mortgagors and Mortgagee have found it mutually beneficial and in their interest to revise and modify the original terms of this Mortgage and Note as set forth below:

Upon the payment of a Modification Fee (\$1,200.00) the current principal balance will be re-amortized for a term of 240 months with a 10 year balloon payment due at maturity beginning with a first payment due May 1, 2012 and ending with a balloon payment of the entire principal balance of the loan and unpaid interest and cost due on or before April 1, 2022. The interest rates shall be fixed at 5.75% (Note) and 5.50% (Pay-O-Matic) for the entire 120 months balloon term. The Maturity Date is hereby modified to April 1, 2022.

**THEREFORE**, for the mutual considerations herein stated, Mortgagors and Mortgagee hereby agree that the Mortgage and Note are amended, modified or supplemented as follows:

**BOX 331**

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1. Amortization of Principal. The remaining principal balance of said loan is re-amortized for term of 240 months beginning with a first payment due and owing May 1, 2012, and all subsequent monthly payments due and owing the first day of each month thereafter for 120 months at which time the entire principal balance is due including unpaid interest and costs.
2. Loan Payment. The principal and Interest payment starting May 1, 2012 is \$1,964.37 (Note) and \$1,924.65 (Pay-O-Matic) based on a 240 months amortization. In addition, the Mortgagors hereby agree to pay an additional monthly payment sufficient to provide for the payment of the real estate taxes due and owing on the subject property. This amount may be modified annually to reflect the then current real estate taxes due.
3. Reaffirmation. Mortgagors hereby ratify and confirm their liabilities and obligations under the Mortgage, Note and Supplemental Agreement (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 Mortgagor under said Loan Documents as modified by this agreement.

Mortgagors further 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 April 27, 2012 is **Two Hundred Seventy Nine Thousand Seven Hundred Ninety and 35/100 (279,790.35)**

4. 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.
5. 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.
6. Definitions. Unless otherwise defined, all capitalized terms shall have the same meaning as set forth in the Mortgage, Note and Supplemental Agreement, as amended.

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IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of this 27<sup>th</sup> day of April, 2012

MORTGAGEE  
Community Savings Bank

By: *Arthur Neville*  
Arthur Neville, Vice President

Attest: *[Signature]*  
Assistant Secretary

MORTGAGOR

*Grzegorz Szewczyk*  
Grzegorz Szewczyk

*Bernadette Szewczyk*  
Bernadette Szewczyk

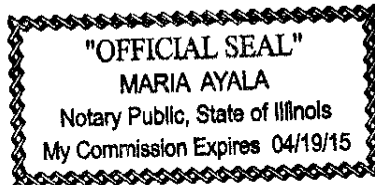
State of Illinois)  
County of Cook)

Mortgagor Notary

I, Maria Ayala, a Notary Public for Cook County, Illinois, do hereby state and certify that Grzegorz Szewczyk and Bernadette Szewczyk personally known to me to be the same person(s) whose name(s) subscribed to this document, 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 27<sup>th</sup> day of April, 2012.

*Maria Ayala*  
Notary Public



Prepared by and MAIL TO:  
Community Savings Bank  
4801 W. Belmont Avenue  
Chicago, IL. 60641

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## Exhibit "A"

LOT 15 IN ALFE'S RESUBDIVISION OF LOTS 114 TO 124, BOTH INCLUSIVE, IN BALLARD TERRACE, BEING A SUBDIVISION OF THE NORTHEAST QUARTER (NE-1/4) OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 09-14-318-028-0000

WHICH CURRENTLY HAS THE ADDRESS OF:

9112 N. CUMBERLAND AVENUE,  
NILES, IL 60714

Property of Cook County Clerk's Office