

# UNOFFICIAL COPY



This Document Prepared By:  
**KEVIN CARANI**  
**WEST SUBURBAN BANK**  
**101 N. LAKE STREET**  
**AURORA, IL 60506**

Doc#: 1215122001 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/30/2012 08:39 AM Pg: 1 of 4

After Recording Return To:  
**WEST SUBURBAN BANK**  
**101 N. LAKE STREET**  
**AURORA, IL 60506**  
**ATTN: MARINA CANTU**

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Loan No. 5128562195

## MODIFICATION AGREEMENT

THIS AGREEMENT, made this APRIL 27, 2012, by and between PRADEEP PYLLA, A MARRIED MAN, (hereinafter referred to as "Mortgagor"), and WEST SUBURBAN BANK, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as "Mortgagee"), SUCCESSOR TO MARKET STREET MORTGAGE CORPORATION.

WITNESSETH:

WHEREAS, Mortgagor heretofore executed a certain MORTGAGE (hereinafter referred to as "Mortgage") dated JANUARY 19, 2007 which was recorded on FEBRUARY 26, 2007 in the Office of the Recorder of Deeds of COOK County as document number 0705705012 encumbering certain premises as described in Exhibit 'A' attached hereto and which said Mortgage was given to secure a certain FIXED/ADJUSTABLE RATE NOTE (hereinafter referred to as "Note") executed by PRADEEP PYLLA (hereinafter known as 'Borrower') dated JANUARY 19, 2007 in the amount of TWO HUNDRED THIRTY FOUR THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$234,650.00); and

WHEREAS, said Mortgage securing said Note is a valid and subsisting lien on the premises described in the Mortgage for the principal balance from time to time due and owing on said Note; and

WHEREAS, said Note is owned by Mortgagee and, by its terms is due and owing on FEBRUARY 1, 2037; and

WHEREAS, the parties desire to modify the terms of the Note; and

WHEREAS, the premises in said Mortgage described are still owned by the mortgagors; and

WHEREAS, the parties hereto have agreed upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows (notwithstanding anything to the contrary contained in the Note or Mortgage):

1. That as of the date hereof, the unpaid balance of said indebtedness is TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$212,500.00). This represents an increase of \$1,089.61 over the current existing balance of \$211,410.39.

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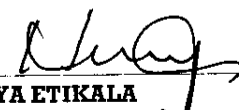
2. Commencing on JUNE 1, 2012 and continuing on the first day of the next successive 359 months, there shall be paid on account of principal and interest ONE THOUSAND ONE HUNDRED FORTY AND 75/100 DOLLARS (\$1,140.75). If on MAY 1, 2042, the Undersigned still owes amounts under this note, the Undersigned will pay those amounts in full on that date which is called the "New Maturity Date".
3. The current interest rate to and including APRIL 30, 2012 is 6.25%. On MAY 1, 2012, the interest rate shall be adjusted and fixed at 5.00% until MAY 1, 2042, which is the "New Maturity Date".
4. That all the provisions, stipulations, powers and covenants contained in the Mortgage and Note shall stand and remain unchanged and in full force and effect for and during said modification period, except only as they are herein and hereby specifically varied or amended and the terms agreed to in this Modification Agreement in no way extinguishes the obligations of the Borrower under the Note.
5. That all provisions hereof shall be binding and obligatory upon, and inure to the benefit of, the respective heirs, executors, administrators, legal representatives, successors, vendors, grantees and assigns of the parties hereto.

## BORROWER and MORTGAGOR

By:  5/10/2012  
**BRADEEP PYLLA**

## WAIVER OF HOMESTEAD EXEMPTION

**I AM SIGNING THIS WAIVER OF HOMESTEAD EXEMPTION FOR THE PURPOSE OF EXPRESSLY RELEASING AND WAIVING ALL RIGHTS AND BENEFITS OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AS TO ALL DEBTS SECURED BY THIS MORTGAGE AND MODIFICATION AGREEMENT. I UNDERSTAND THAT I HAVE NO LIABILITY FOR ANY OF THE AFFIRMATIVE COVENANTS IN THE MORTGAGE OR MODIFICATION AGREEMENT**

By:  5/10/2012  
**NAVYA ETIKALA**

## WEST SUBURBAN BANK - MORTGAGEE

BY:   
**KEVIN G. CARANI, VICE PRESIDENT**

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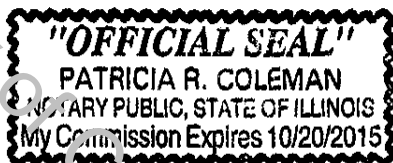
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **PRADEEP PYLLA, A MARRIED MAN**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for uses and purposes herein set forth.

Given under my official seal, this 10<sup>th</sup> day of May, 2012.

*Patricia R Coleman*  
NOTARY PUBLIC

My Commission Expires:



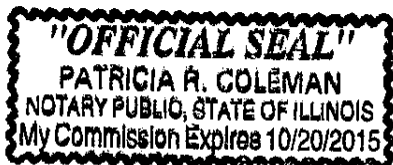
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **KEVIN G. CARANI**, personally known to me to be the VICE PRESIDENT of WEST SUBURBAN BANK, a corporation, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of May, 2012.

*Patricia R Coleman*  
NOTARY PUBLIC

My Commission Expires:



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## EXHIBIT "A"

PARCEL 1: LOT 12-2 IN CHURCH STREET STATION SUBDIVISION RECORDED AS DOCUMENT 0527039099 IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ✓

PARCEL 2: PERMANENT NON-EXCLUSIVE ACCESS EASEMENT OVER LOT 26 FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF CHURCH STREET STATION SUBDIVISION RECORDED AS DOCUMENT 0527039099. ✓

COMMON ADDRESS: 1654 DOGWOOD LANE, HANOVER PARK, IL 60133 ✓

FIN: 00-26-410-021-0000

Property of Cook County Clerk's Office