UNOFFICIAL COPY

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



Doc#: 1224044007 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/27/2012 09:59 AM Pg: 1 of 4

LOAN 01-10193482 MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note is made this 27th day of July, 2012 between, LUIS MOROCHO AND DELIA MOROCHO (hereinafter referred to as "Mortgagors") and Community Savings Bank (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagors and Mortgagee have entered into a Mortgage contract dated June 20, 2005, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0517341129 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated June 20, 2005 in the principal sum of \$338,800.00; and

WHEREAS, Mortgagors and Mortgagee desire to enter into this Modification to Mortgage and Note for the purpose of modifying the terms of the original Mortgage and Note between the Mortgagors and Mortgagee which balloon expires July 1, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagors and Mortgagee hereby agree that the Mortgage and Note are amended, modified or supplemented as follows.

Upon the payment of \$1,000.00 Modification Fee the current principal balance will be re-amortized for a term of 300-months/60-months balloon beginning with the August 1, 2012 payment. The new interest rate will be 5.25% (Note) and 5.00% (Pay-O-Matic)

UNOFFICIAL COPY

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

- 1. Amortization of Principal. The current principal balance of this loan shall be Re-Amortized for a term of 300-months/60-month balloon with the interest rate of 5.25% (Note) and 5.00% (Pay-O-Matic) beginning with a first payment due and owing on August 1, 2012 and all subsequent monthly payments due and owning on the 1st day of each month thereafter.
- 2. Nev. Interest Rates: The interest rate is hereby modified to 5.25% (Note) and 5.00% (Pay-O-Matic) which rates shall be fixed for the 60 payments beginning August 1, 2012 shall be
- 3. Loan Payment. The initial 60 payments beginning August 1, 2012 shall be (Principal & Ir te est) \$1,779.75 at 5.25% (Note) and \$1,736.21 (Pay-O-Matic) at 5.00% amortized over 300 months.
- 4. Reaffirmation. Mortgagors hereby ratify and confirm their 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 they have no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagors under the said documents as modified by this document.

The parties further agree that the principal balance of the loan as of July 27, 2012 is TWO HUNDRED NINETY SIX THOUSAND NINE HUNDRED NINETY FIVE AND 90/100 - - - (296,995.90)

- <u>Binding on Successors.</u> This Modification of Mortgage and Note shall be binding on Mortgagors and their respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.
- 6 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.
- <u>Definitions.</u> Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended.

1224044007 Page: 3 of 4

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Modification to Mortgage and Note as of this 27th day of July, 2012.

MORT&AGEE:	MORTGAGOR(S):
Community Savings Bank	house Moroch
By: Vice President	Luis Morocho
Clar Market	Mario D Morocho
Attest: Assistant Secretary	Maria Delia Morocho
Co	
004	
	0,
	OUDAL STREET
State of Illinois)) SS	(MORTGAGOR NOTARY)
County of Cook)	1. State aforegaid do here

I, Liz Slowik Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Luis Morocho and Maria Delia Morocho 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 and delivered the said instrument as their own free and voluntary act for the intent and purposed therein set forth.

Given under my hand and seal this 27th day of July, 2012

Notary Public

COMMUNITY SAVINGS BANK

4801 W. BELMONT AVE. CHICAGO, IL 60641-4399

BOX 331

"OFFICIAL SEAL"
LIZ SLOWIK
Notary Public, State of Illinois
My Commission Expires 03/03/16

1224044007 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT "A"

LOTS 8 AND 9 IN ALBERT WISNER'S SUBDIVISION OF THE SOUTH HALF (S-1/2) OF BLOCK 5 IN HAMBLETON'S SUBDIVISION OF THE EAST HALF (E-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1890 AS DOCUMENT NUMBER 1244600, IN COOK COUNTY, ILLINOIS,

PERMANENT INDEX NUMBERS: 13-35-122-041-0000 & 13-35-122-042-0000.

PROPERTY COMMONLY KNOWN AS: 2108 N. CENTRAL PARK AVENUE Clert's Office

CHICAGO, IL 60647