

# UNOFFICIAL COPY



Doc#: 1224044008 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/27/2012 10:00 AM Pg: 1 of 4

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

## LOAN 01 10193075 MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note is made this 27<sup>th</sup> 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 2, 2005, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0516741149 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated June 2, 2005 in the principal sum of \$348,000.00; 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)

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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 owing on the 1<sup>st</sup> day of each month thereafter.
2. New 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.
3. Loan Payment. The initial 60 payments beginning August 1, 2012 shall be (Principal & Interest) \$1,828.07 at 5.25% (Note) and \$1,783.36 (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 THREE HUNDRED FIVE THOUSAND SIXTY AND 74/100 - - -(305,060.74)

- 5 Binding on Successors. 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.
- 7 Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended.

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

MORTGAGEE:

Community Savings Bank

By:

*[Signature]*  
Vice President

Attest:

*[Signature]*  
Assistant Secretary

MORTGAGOR(S):

*[Signature]*  
Luis Morocho

*[Signature]*  
Maria Delia Morocho

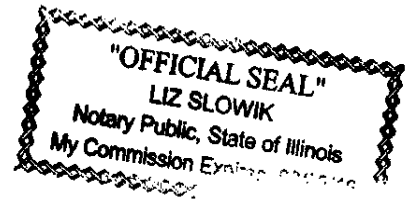
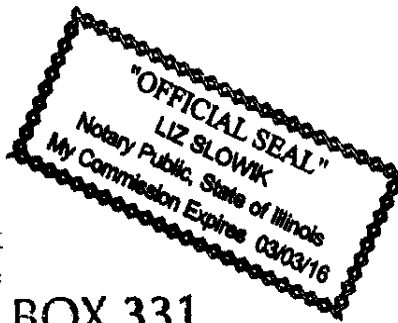
State of Illinois )  
                          ) SS  
County of Cook    )

( MORTGAGOR NOTARY)

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 27<sup>th</sup> day of July, 2012

*[Signature]*  
Notary Public



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

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Exhibit "A"

LOT 28 IN BLOCK 3 IN ARMITAGE AND NORTH 40<sup>TH</sup> AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF (E-1/2) OF THE SOUTHEAST QUARTER (SE-1/4) OF THE NORTHEAST QUARTER (NE-1/4) OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-34-232-001-0000

PROPERTY COMMONLY KNOWN AS: 4019 W. DICKENS/2057 N. KEYSTONE-CHICAGO, IL 60639

Property of Cook County Clerk's Office