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This instrument prepared under the supervision of ARTHUR NEVILLE, A do ney 4801 W. Belmont Ave Chicago, Illinois 60641 Doc#: 1224044009 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

### LOAN 01-10183983 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 MARIA DELIA MOROCHO (hereinafter referred to as "Mortgagors") and Ceramunity Savings Bank (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagors and Mortgagee have entered into a Mortgage contract dated October 10, 2002, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0021167876 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated October 10, 2002 in the principal sum of \$330,000.00; 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.

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 \$500.00 Modification Fee the current principal balance will be re-amortized for a term of 300-months fixed beginning with the August 1, 2012 payment. The new interest rate will be 4.75% (Note) and 4.50% (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 fixed with the interest rate of 4.75% (Note) and 4.50% (Pay-O-Matic) beginning with a first payment due and twing on August 1, 2012 and all subsequent monthly payments due and owning on the 1<sup>st</sup> day of each month thereafter.
- 2. New Interest Rates: The interest rate is hereby modified to 4.75 % (Note) and 4.50% (Pay-O-Matic) which rates shall be fixed for the 300 payments beginning Jugust 1, 2012.
- 3. Loan Payment. The (Principal & Interest) payments beginning August 1, 2012 shall be \$1,557.98 at 4.75% (Note) and \$1,518.95 (Pay-O-Matic) at 4.50% 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 SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY THREE AND 26/100 - - -(273,273.26)

- <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.

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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:		MORTGAGOR(S):
Community Savings I	Bank	
By: Vice President	eville	Luis Morocho
Attest: Carl Assistant Secre	lary	Maria Delia Morocho
	Cox	
State of Illinois	) )ss	( MORTGAGOR NOTARY)
County of Cook		
I, Liz Slowik Notary certify, that Luis Mo	y Public, in and for said Corocho and Maria Delia Mo	county in the State aforesaid, do hereby proche 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

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

Notary Public

LIZ SLOWIK

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

forth.

**BOX 331** 

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#### **EXHIBIT "A"**

LOT 9 IN BLOCK 5 IN GEORGE GAUNTLETT'S FOREST DRIVE SUBDIVISION IN THE WEST HALF (W-1/2) OF FRACTIONAL SOUTHEAST QUARTER (SE-1/4) NORTH OF THE INDIAN BOUNDARY LINE OF FRACTIONAL SECTION 23, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 12-23-411-025-0000.

PROPERTY COMMONLY KNOWN AS: 8238 W. FOREST PRESERVE AVENUE CHICAGO, IL 60634