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Doc#: 1321744005 Fee: \$72.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/05/2013 10:07 AM Pg: 1 of 5

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

## FIRST MODIFICATION TO MORTGAGE AND NOTE LOAN NO. 01-10196414

This First Modification to Mortgage and Note (the "First Modification") is made as of this 5<sup>th</sup> day of March, 2013 between Chicago Title Land Trust Company, not personally but as Trustee under Trust Agreement dated December 17, 2002 and known as Trust Number 1111571 (hereinafter referred to as the "Borrower") and Community Savings Bank (hereinafter referred to as the "Mortgagee").

### WITNESSETH:

WHEREAS, the Borrower and the Mortgagee have entered into a Mortgage (hereinafter the "Mortgage") dated March 27, 2006 said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 10, 2006 as document 0610049195 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Mortgage Note dated March 27, 2006 (the "Note") in the principal sum of  
Five Hundred Thousand and 00/100 (\$500,000) Dollars, and

WHEREAS, the Borrower and Mortgagee desire to enter into this First Modification to Mortgage and Note to among other things change the Maturity Date of the Note.

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

1. The Note is amended as follows:
  - a. Interest. Interest in arrears shall accrue on the outstanding principal balance from the date hereof at a rate of 5.00% (Note) and 4.75% (Pay-O-Matic) percent per annum.
  - b. Amount of Monthly Payments. Commencing on March 1, 2013 and on the same day of each month thereafter, a principal and interest payment shall be due the Mortgagee in the sum of Two Thousand Eight Hundred Twenty Five and 65/100 Dollars (\$2,825.65) which is based upon a 20 year amortization schedule or a payment of \$2,766.86 (Pay-O-Matic). A final payment of the remaining principal balance, plus any accrued interest shall be due and payable on February 1, 2018 which is the new Maturity Date. The Mortgagee herein waives the monthly payment of a real estate tax escrow thereby making the semi-annual real estate tax payments for the subject property the sole responsibility of the Borrower.

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2. Reaffirmation. The Borrower hereby ratifies and confirms its liabilities and obligations under the Mortgage, Note and all other loan documents (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 the Borrower under the said documents as modified by this document.

The Borrower further represents to the Mortgagee that there is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting the Borrower or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgagee as detailed herein.

The parties further agree that the principal balance of the loan as of the date hereof is: Four Hundred Twenty Eight Thousand One Hundred Fifty Seven and 29/100 Dollars (\$428,157.29)

3. Binding on Successors. This First Modification shall be binding on the Borrowers and their respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.
4. 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.
5. Condition Precedent. This First Modification shall be effective upon the occurrence of all the following:
- a. Verification by Lender that there have been no liens recorded against the Real Estate other than the Mortgage or other permitted liens along with updated Lender's Title Policy;
  - b. Verification that all the real estate taxes due on the Real Estate have been paid current
  - c. Payment to the Mortgagee of a \$1,070 loan fee and all Mortgagee's costs.
6. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended. As used herein, the term "Loan Documents" shall refer to the documents that were executed contemporaneously with the Mortgage described herein
7. This First Modification shall constitute an amendment of the Loan Documents and wherever in said instrument or in any other instrument evidencing or securing the indebtedness evidenced by the Note reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage as revised by this First Modification, or the covenants, conditions and agreements therein contained or contained in the Note.

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- 8. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.
- 9. The Borrowers hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.
- 10. The Borrowers hereby agrees to pay all of the Lender's expenses arising out of and in connection with this First Modification including but not limited to attorneys' fees, title insurance premiums and recording fees.

IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Mortgage Note as of the day and year first above written.

MORTGAGEE:

Community Savings Bank

By: Arthur J. Nevel

Its Vice President

MORTGAGOR:

Chicago Title Land Trust Company, Not Personally but  
As Trustee under Trust Agreement dated December 17, 2002  
Known as Trust Number 1111571

By: Mary M. Bray

**MARY M. BRAY** Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



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EXHIBIT  
Legal Description to Mortgage

LOT 26 IN BLOCK 5 IN SUBDIVISION OF BLOCKS 3 TO 6 OF  
BIKERDIKES' ADDITION TO CHICAGO, BEING THE WEST HALF (W ½)  
OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8, TOWNSHIP 39  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1454 W. HURON STREET  
CHICAGO, IL. 60622

PERMANENT INDEX NUMBER: 17-08-109-025-0000

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