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Doc#: 1328044021 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/07/2013 09:55 AM Pg: 1 of 5

This instrument prepared under
the supervision of
ARTHUR NEVILLE, Attorney
4501 W. Belmont Ave.
Chicago, Illinois 60641

LOAN 01-10191412 FIRST MODIFICATION TO MORTGAGE AND NOTE

This First Modification to Mortgage and Note is made this 23rd day of August, 2013 between, JOSIP MILASINCIC AND STEFICA MILASINCIC (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 November 9, 2004, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0435033091 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated November 9, 2004 in the principal sum of \$500,000.00; and

WHEREAS, the Mortgagors and Mortgagee desire to enter into this First Modification to Mortgage and Note to change certain conditions and terms of the Note, to wit:

WHEREAS, Mortgagors and Mortgagee have found it mutually beneficial and in their interest to revise and modify the original terms of this Note and Mortgage as set forth below:

Upon the payment of \$2,000.00 (Modification Fee) the current principal balance of \$396,531.94 will be re-amortized for a term of 180 months with fixed interest rates of 5.00% (Note) and 4.75% (Pay-O-Matic) beginning with the first payment due and owing September 1, 2013. The Maturity Date is hereby modified to August 1, 2028.

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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 180 months beginning with the first payment due and owing on September 1, 2013 and all subsequent monthly payments due and owing on the 1st day of each month thereafter.
2. New Interest Rates: The interest rate is hereby modified to 5.00% (Note) and 4.75% (Pay-O-Matic) per annum. These rates are fixed for the entire 180 months term.
3. Loan Payment. Beginning September 1, 2013 and on the same day each month thereafter, a principal and interest payment shall be due the Mortgagee in the sum of \$3,135.75 at 5.00% (Note) and \$3,084.36 at 4.75% (Pay-O-Matic) which is based on a 180 month amortization schedule. A final payment of the remaining principal balance, plus any accrued interest shall be due and payable on the Maturity Date. Subject to adjustment, the monthly real estate tax escrow is \$1,140.49 per month and is due on the first day of each month starting as set forth above.
4. Maturity Date. All unpaid principal and accrued interest thereon, if not sooner due or paid, shall be due and payable on August 1, 2028.
Mortgagors hereby agree that in addition to the principal and interest payments listed above, they will also pay an amount sufficient to pay the annual real estate taxes. This escrow payment will be reviewed each year and may be changed to reflect the changing amount of taxes due.
5. 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.

Mortgagors further represent to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the Mortgage, Note or other Loan Documents as amended by this First Modification.

Mortgagors further represent to 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 Mortgagor, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as detailed herein.

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The parties further agree that the principal balance of the loan as of August 23, 2013 is THREE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS AND 94/100 (396,531.94)

6. Binding on Successors. This First 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.
7. 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.
8. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the Mortgage and Mortgage Note, as amended. Conditions Precedent. This First Modification shall be effective upon the occurrence of all of the following:
 - a. Verification by Mortgagee that there have been no liens recorded against the Real Estate other than the subject Mortgage or other permitted liens.
 - b. Modification Fee of \$2,000.00
9. This First Modification shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note reference is made to the Loan Documents aforesaid, such references shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remained 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.
10. 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,
11. Mortgagors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

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IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of this 23rd day of August, 2013.

MORTGAGEE:

Community Savings Bank

By: [Signature]

Vice President

Attest: [Signature]

Assistant Secretary

MORTGAGOR(S):

X [Signature]
Josip Milasincic

X [Signature]
Stefica Milasincic

State of Illinois)
) SS
County of Cook)

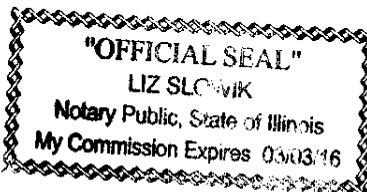
(MORTGAGOR NOTARY)

I, Liz Slowik Notary Public, in and for said County in the State aforesaid, do hereby certify, that Josip Milasincic and Stefica Milasincic 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 23rd day of August, 2013

[Signature]
Notary Public

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



BOX 331

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PARCEL 1:

THAT PART OF LOT 1 IN OAK TRAILS PLANNED UNIT DEVELOPMENT OF PART OF LOT 6 IN LEVERENZ BROTHERS SUBDIVISION AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF SAID PLANNED UNIT DEVELOPMENT HAVING BEEN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 11, 1989 AS DOCUMENT 89015524, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 163.20 FEET; THENCE NORTH 05 DEGREES 04 MINUTES 10 SECONDS EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 466.53 FEET FOR A PLACE OF BEGINNING OF THAT PARCEL OF LAND TO BE DESCRIBED:
THENCE CONTINUING NORTH 05 DEGREES 04 MINUTES 10 SECONDS EAST, 64.67 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 50 SECONDS EAST, 48.0 FEET; THENCE SOUTH 05 DEGREES 04 MINUTES 10 SECONDS WEST, 64.67 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 50 SECONDS WEST, 48.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 89600283 AND AS CREATED BY DEED MADE BY FIRST COLONIAL TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 25, 1989 KNOWN AS TRUST NUMBER 5309 TO COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 5, 1990 KNOWN AS TRUST NUMBER 90-4125 RECORDED JULY 24, 1990 AS DOCUMENT 90355110, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-09-401-093-0000.

PROPERTY COMMONLY KNOWN AS: 387 OAK TRAILS ROAD - DES PLAINES, IL 60016