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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2014 10:06 AM Pg: 1 of 5

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

LOAN 01-10194942

SECOND MODIFICATION TO MORTGAGE AND NOTE

This Second Modification to Mortgage and Note is made this 27th day of February, 2014 between, FORTINO GUTIERREZ AND IRMA P. GUTIERREZ (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 October 25, 2005, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0534304204 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated October 25, 2005 in the principal sum of \$235,000.00; and

WHEREAS, Mortgagors and Mortgagee have entered into a First Hardship Modification to Mortgage and Note on December 20, 2010 for the purpose of modifying the terms of the original Mortgage and Note including extending the Balloon Maturity Date to December 10, 2013; and

WHEREAS, Mortgagors and Mortgagee agreed to extend the Balloon Maturity Date to March 1, 2014, at which time a balloon payment of the entire principal balance of the loan and unpaid interest and costs would become due; and

WHEREAS, Mortgagors and Mortgagee have agreed that the Mortgagee will hold the current arrearage in forbearance and that the amount to be held in forbearance is \$3,493.57

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:

The current principal balance of \$ 198,573.91 will be re-amortized for the remaining term of 321 months with fixed interest rate of 4.500% (Note) beginning with the first payment due and owing March 1, 2014.

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

1. Forbearance for Arrearage. The current arrearage in the amount of \$3,493.57 will be held in forbearance by the Mortgage. The Mortgagee will forebear collection of these monies or interest thereon until the Maturity Date set out below. However, payment of the arrearage shall become due in full, in the event the Mortgagor sells the property or refinances this loan.
2. Amortization of Principal Amount of Term Loan. The current principal balance of said loan is re-amortized for the remaining term of 321 months beginning with a first payment due and owing on March 1, 2014, and all subsequent monthly payments due and owing on the 1st of each month with a modified maturity date of February 1, 2044.
3. New Interest Rate: The interest rate is hereby modified to 4.50% (Note) per annum. This rate is fixed for the entire 321 months term.
4. Loan Payment. Beginning March 1, 2014 and on the same day each month thereafter, a principal and interest payment shall be due the Mortgagee in the sum of \$1,064.92 at 4.50% (Note) which is based on a 321 months 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 \$507.93 per month and is due on the first day of each month starting as set forth above.
5. Maturity Date. All unpaid principal and accrued interest thereon, if not sooner due or paid, shall be due and payable on November 1, 2040. 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.
6. Reaffirmation. Mortgagors will 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 acknowledges that he has 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).

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The parties further agree that the principal balance of the loan as of February 27, 2014 is ONE HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED SEVENTY THREE AND 91/100 DOLLARS (\$198,573.91)

7. Binding on Successors. This Second 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.
8. 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.
9. 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 Second 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.
10. This Second 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 Second Modification, or the covenants, conditions and agreements therein contained or contained in the Note.
11. 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,
12. 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 Second Modification to Mortgage and Note as of this 27th day of February, 2014.

MORTGAGEE:

Community Savings Bank

By:

Arthur Newell
Vice President

MORTGAGOR(S):

Fortino Gutierrez
Fortino Gutierrez

Attest:

Ernie Argusale
Assistant Secretary

Irma P. Gutierrez
Irma P. Gutierrez

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 Fortino Gutierrez and Irma P. Gutierrez 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 February, 2014

Liz Slowik
Notary Public



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

BOX 331

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Exhibit "A"

LOT 55 IN MCNEILL AND CROSS RESUBDIVISION OF PART OF LOT 4 IN COUNTY CLERK'S DIVISION, ALSO LOTS AND VACATED STREET AND ALLEY IN BLOCKS 4 AND 5 IN L. M. JACOBSON'S NORWOOD PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST HALF (E-1/2) OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-01-409-046-0000

PROPERTY COMMONLY KNOWN AS: 5744 N. OCTAVIA AVENUE-CHICAGO, IL 60631

Clerk of Cook County Clerk's Office