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Doc#: 1413244008 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/12/2014 10:04 AM Pg: 1 of 5

This instrument prepared under
the supervision of
ARTHUR NEVILLE, Attorney
4201 W. Belmont Ave.
Chicago, Illinois 60641

LOAN 01-10203623 FIRST MODIFICATION TO MORTGAGE AND NOTE

This Second Modification to Mortgage and Note is made this 28th day of February, 2014 between, Miroslaw Ziaja (hereinafter referred to as "Mortgagor") and Community Savings Bank (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor and Mortgagee have entered into a Mortgage contract dated March 30, 2009, said Mortgage having been recorded with the Recorder of Deeds Office of Cook County, Illinois as Document No. 0911834054 regarding certain real estate described in Exhibit "A" attached hereto, securing the payment of one Mortgage Note dated March 30, 2009 in the principal sum of \$150,500.00; and

WHEREAS, Community Savings Bank and the Borrower entered into a First Modification Agreement dated December 1, 2010.

WHEREAS, Mortgagor and Mortgagee desire to enter into a Second Modification to Mortgage and Note to change and modify the original terms of the Note and Mortgage as set forth below:

Upon the payment of \$1,000.00 (Modification Fee) the current principal balance of \$135,282.72 will be re-amortized for a new term of 240 months with a 120 months balloon payment due at maturity beginning with the first payment due March 1, 2014 and ending with a balloon payment of the entire principal balance of the loan and unpaid interest and cost due on or before February 1, 2024 payment. The interest rates shall be fixed at 5.25% (Note) and 5.00% (Pay-O-Matic) for the entire 120 months balloon term.

BOX 331

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THEREFORE, Mortgagor 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 new term of 240 months beginning with the first payment due and owing on March 1, 2014 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 5.25% (Note) and 5.00% (Pay-O-Matic) per annum. These rates are fixed for the entire 120 months term.
3. 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 \$911.60 at 5.25% (Note) and \$892.81 at 5.00% (Pay-O-Matic) which is based on a 240 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 \$1,084.62 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 February 1, 2024. Mortgagor hereby agrees that in addition to the principal and interest payments listed above, he 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. Mortgagor hereby will ratify and confirm his 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 Mortgagor under the said documents as modified by this document.

Mortgagor further represents 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 Second Modification.

Mortgagor further represents 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 February 28, 2014 is ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED EIGHTY TWO AND 72/100 DOLLARS (\$135,282.72)

6. Binding on Successors. This Second Modification of Mortgage and Note shall be binding on Mortgagor and his 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 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.
 - b. Modification Fee of \$1,000.00
9. 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.
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. Mortgagor hereby renews, remakes and affirms the representations and warranties contained in the Loan Documents.

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EXHIBIT "A"

LOTS 5 AND 6 IN BLOCK 5 IN SPIES ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH HALF (N-1/2) OF THE NORTHEAST QUARTER (NE-1/4) (EXCEPT RAILROAD) IN SECTION 4, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 29-04-203-005-0000 AND 29-04-203-006-0000

PROPERTY COMMONLY KNOWN AS: 10 W. 133TH STREET – RIVERDALE, IL 60827

Property of Cook County Clerk's Office

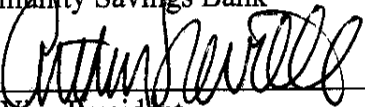
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IN WITNESS WHEREOF, the parties have executed this Second Modification to Mortgage and Note as of this 28th day of February, 2014.

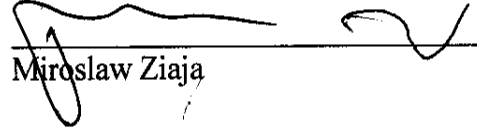
MORTGAGEE:

Community Savings Bank

By:


Vice President

MORTGAGOR(S):


Miroslaw Ziaja

Attest:

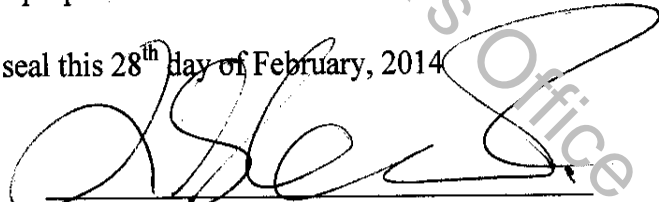

Assistant Secretary

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 Miroslaw Ziaja 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 he signed and delivered the said instrument as his own free and voluntary act for the intent and purposed therein set forth.

Given under my hand and seal this 28th day of February, 2014


Notary Public



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

BOX 331