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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/21/2014 09:48 AM Pg: 1 of 5

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

COMMUNITY SAVINGS BANK FIRST MODIFICATION TO MORTGAGE AND NOTE LOAN No. 01-10204441

This First Modification to Mortgage and Note (the "First Modification") is made as of this 28th day of June, 2014 between, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 2002 AND KNOWN AS TRUST NO 111501 (hereinafter referred to as "Mortgagor" or "Borrower") and Community Savings Bank (hereinafter referred to as "Mortgagee" or "Lender").

WITNESSETH:

WHEREAS, the Mortgagor and Mortgagee have entered into a Mortgage contract dated July 2, 2009, said Mortgage having been recorded with the Office of the Recorder of Deeds of Cook County, Illinois on July 13, 2009 as Document No. 0919455072 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Mortgage and Note dated July 2, 2009 (the "Note") in the principal amount of Three Hundred Three Thousand Seven Hundred Fifty Dollars and No/100- - (\$303,750.00); and

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

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

1. The Note is amended as follows:
 - a. Interest Rate. Interest in arrears shall accrue on the outstanding principal balance from the date hereof at a rate of 5.00% (Note) or 4.75% (Pay-O-Matic).
 - b. Monthly Payments of Principal and Interest. Commencing on July 1, 2014 and on the same day of each month therefore, principal and interest payments shall be due the Lender in the sum of \$1,804.20 (Note) at 5.00% or \$1,766.66 (Pay-O-Matic) at 4.75%. A final payment of the remaining principal balance, plus any accrued interest shall be payable on the Maturity Date as applicable, as such terms are defined herein. The monthly installments of principal and interest shall be calculated based upon a twenty (20) year amortization schedule.
 - c. Maturity Date. All unpaid principal and accrued interest thereon, if not sooner due or paid, shall be due and payable on June 1, 2024 (the "Maturity Date")

BOX 331

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2. **Reaffirmation.** The Mortgagor 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 acknowledges that it has no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of the Mortgagor under the said documents as modified by this document.

The Mortgagor further represents to Mortgagee that there is not any condition, event or circumstance existing or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Mortgagor or the Real Estate since the recording of the Mortgage as detailed herein. The parties further agree that the principal balance of the loan is Two Hundred Seventy Three Thousand Three Hundred Eighty One Dollars and 32/100--- (\$273,381.32) of the date hereof.

3. **Binding on Successors:** This First Modification shall be binding on the Mortgagor and its 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. **Conditions Precedent:** This First modification shall be effective upon the occurrence of all of 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.
 - b. Payment to the Mortgage of loan fee of \$1,500.00
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 instruments 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.
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. The Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 22, 2002 and known as Trust No. 1111501 hereby renews, remakes and affirms 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 28th day of June, 2014.

MORTGAGOR:

MARY M. BRAY
TRUST OFFICER

By: Mary M. Bray and not personal
Chicago Title Land Trust Company
As Trustee Under Trust Agreement
Dated November 22, 2002 and known
As Trust No. 1111501

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 are not personally 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.

MORTGAGEE:

Community Savings Bank

By: Arthur Newell
Vice President

Attest: Eddie Agostini
Assistant Secretary

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STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **MARY M. BRAY**, an officer of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said corporation signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 2nd day of July, 2014.



Eva Higi

NOTARY PUBLIC

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EXHIBIT "A"

LOT 25 AND THE EAST 8-1/3 FEET OF LOT 26 IN BLOCK 2 IN BAUER AND MC MAHON'S ADDITION TO IRVING PARK IN THE NORTHEAST QUARTER (NE-1/4) OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER : 13-22-223-048-0000

PROPERTY COMMONLY KNOWN AS: 4049 W. PATTERSON AVENUE – CHICAGO, IL 60641

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