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1524344017

Doc#: 1524344017 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/31/2015 10:11 AM Pg: 1 of 4

This instrument prepared under  
the supervision of  
ARTHUR NEVILLE, Attorney  
1801 W. Belmont Ave.  
Chicago, Illinois 60641

LOAN 01-10208285

## FIRST MODIFICATION TO MORTGAGE AND NOTE

This First Modification to Mortgage and Note the ("First Modification") is made as of this 22<sup>nd</sup> day of May, 2015 between, Earl M. Browder (hereinafter referred to as "Mortgagor" or "Borrower") and Community Savings Bank (hereinafter referred to as "Mortgagee" or "Lender").

### WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into a Mortgage contract dated January 23, 2012, said Mortgage having been recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 27, 2012 as Document No. 1202733129 regarding certain real estate described in Exhibit "A" attached hereto the ("Real Estate"), securing the payment of one Mortgage Note dated January 23, 2012 the ("Note") in the principal amount of One Hundred Sixty Five Thousand Dollars and No/100 - - - \$165,000.00; and

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

WHEREAS, 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 4.25% based upon the Borrower continuing as a (Pay-O-Matic) customer.
- b. Monthly Payments of Principal and Interest. Commencing on June 1, 2015 and on the same day of each month thereafter, principal and interest payments shall be due the Lender in the sum of \$949.25 (Pay-O-Matic) at 4.25%. 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) years amortization schedule with a 10-years balloon.
- c. Maturity Date. All unpaid principal and accrued interest thereon, if not sooner due or paid, shall be due and payable on May 1, 2025 the ("Maturity Date").

BOX 331

CORD REVIEWER

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2. **Reaffirmation.** The Mortgagor hereby ratifies and confirms his 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 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 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. The parties further agree that the principal balance of the loan is One Hundred Fifty Three Thousand Two Hundred Ninety Two Dollars and 74/100 - - (\$153,292.74) of the date hereof.

3. **Binding on Successors.** This First Modification shall be binding on the Mortgagor and his 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 Mortgagee of Loan Modification Fee of \$1,000.00
6. **Tax Escrow:** Along with the monthly payment of principal and interest, a Real Estate tax escrow payment shall be due in the sum of Three Hundred Twenty Seven Dollars and 95/100 - - (\$327.95). Such Real Estate tax escrow shall be adjusted by the Lender, in its sole discretion, based upon changes in Real Estate taxes on the Real Estate.
7. **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.
8. **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. 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.

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IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgage and Note as of this 22<sup>nd</sup> day of May, 2015.

MORTGAGEE:

Community Savings Bank

By: Arthur Neville

Vice President

MORTGAGOR(S):

Earl M. Browder  
Earl M. Browder

Attest: Josephine Swedler

Assistant Secretary

State of Illinois )

) SS

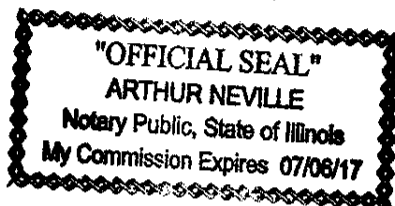
( MORTGAGOR NOTARY)

County of Cook )

Arthur Neville

I, ~~Liz Howard~~ Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Earl M. Browder 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 22<sup>nd</sup> day of May, 2015



Arthur Neville  
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"

THE SOUTH HALF (1/2) OF LOT 72 IN KING AND RUMSEY'S ADDITION TO WOODLAWN RIDGE IN THE NORTHWEST QUARTER (NW-1/4) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-23-105-026-0000

PROPERTY COMMONLY KNOWN AS: 6429 S. INGLESIDE AVENUE – CHICAGO, IL 60637