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MORTGAGE MODIFICATION AGREEMENT

PREPARED BY: SELFRELIANCE FEDERAL CREDIT UNION 2332 W CHICAGO AVE CHICAGO, IL 60622



Doc# 1915806205 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 EDWARD H. MOODY COOK COUNTY RECORDER OF DEEDS DATE: 06/07/2019 12:35 PM PG: 1 OF 4

For Recorders Use Only

COMMERCIAL MORTGAGE NOTE AND MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT MODIFICATION AGREEMENT

This COMMERCIAL MORTGAGE NOTE AND MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT MODIFICATION AGREEMENT (the "Agreement") is made as of, May 14, 2019, between Walter Boitchouk, a married man, whose mailing address is 1100 N Cumberland Avenue, Park Ridge. IL 60068 ("Borrower") and SELFRELIANCE FEDERAL CREDIT UNION, formerly known as SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION a federally chartered credit union ("Lender").

Recitals

- A. Lender is the owner and holder of that Mortgage Note dated APRIL 15, 2014 made by the Borrower in the original principal amount of Three Pundred Thousand AND NO/100TS DOLLARS (\$300,000.00) (the "Note")
- B. The Note is secured by that MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (the "Mortgage"), dated APRIL 15, 2014, executed by the Borrower and recorded in Cook County, Illinois on APRIL 22, 2014, as Document No. 1411249071.
- C. The principal balance outstanding under the Note as of the date of this Agreement is \$264,715.26.
- D. The Mortgage conveyed to the Lender is a first mortgage on the real estate, which is commonly known as 2207 W. Chicago Avenue, Unit 1, Chicago, IL 60622 and is described in Exhibit A, which is attached hereto and made a part hereof.
- E. The Maturity Date of the original Note remains APRIL 14, 2024.
- F. Borrower has requested that Lender adjust and modify the interest rate under said Note and adjust and modify the monthly principal and interest payments due under said Note. Lender has agreed to adjust and modify the interest rate under said Note and adjust and modify the monthly principal and interest payments due under said Note, subject to the terms of this Agreement.

For good and valuable consideration, the receipt of which is acknowledged, and for other promises contained herein, the parties agree as follows:

- 1. The interest rate under said Note is hereby adjusted and modified from 4.75% to 4.875%.
- 2. The monthly payments of principal and interest of \$1,711.16 are adjusted and modified monthly payments of \$1,729.52 effective on May 15, 2019, and continuing until the Note is paid in full.
- 3. All principal, interest, advances and other charges due under the Note will be due and payable in full, if not sooner paid, on APRIL 14, 2024.

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- 4. The Mortgage and the Loan Documents are deemed to be amended pursuant to the terms of this Agreement and continue as security for payment of the Note.
- 5. Borrower confirms all terms, provisions and conditions of the Note, Mortgage and Loan Documents, as amended, and all terms and provisions contained in the Note, Mortgage and the Loan Documents remain in full force and effect as stated therein except as modified pursuant to the terms herein.
- 6. Borrower represents and warrants that the Note, Mortgage and the Loan Documents as amended and modified, remain valid, binding and enforceable according to their respective terms.
- 7. The parties agree that the only changes effectuated by this modification agreement are to the interest rate and the monthly payments of principal and interest. All other terms and conditions remain in full force and effect. That as of date of this Agreement, the unpaid balance of indebtedness is \$264,715.26, all of which borrower promises to pay with interest at 4.875% per annum until paid in full and that the same shall be payable in monthly installments of \$1,729.52 beginning on the MAY 15, 2019 to be applied as provided in the Note and Mortgage identified above, plus a sum estimated to be sufficient to discoarge tax and insurance obligations (which estimated sum may be adjusted as necessary). Such monthly installments shall continue until entire indebtedness evidenced by Note is ully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on APRIL 14, 2024.

IN WITNESS WHERETO, the parties have signed this modification agreement on May 14, 2019.

BORROWER(S):

Address: 1100 N Cumberland Avenue

Park Ridge IL 60068

STATE OF ILLINOIS

COUNTY OF COOK

-7674'S OFF a Notary Public in and for said County in the State aforesaid, FO HEREBY CERTIFY THAT Walter Boitchouk, 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 (s)he/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this /474 day of May, 2019.

OLGA YAKYMETS Official Seal Notary Public - State of Illinois My Commission Expires Sep 21, 2021

NOTARY PUBLIC

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SELFRELIANCE FEDERAL CREDIT UNION

BY: Vitally Kutnyy – President

ATTEST
Tetiana A. Laba – Assistant Secretary

STATE OF ILLINOIS

} SS

COUNTY OF COOK

I, Oge Salfred , Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT VITALIY KUTNYY and TETIANA A LABA personally known to me and known by me to be the President and ASS STANT Secretary respectively of SELFRELIANCE FEDERAL CREDIT UNION in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said SELFRELIANCE FEDERAL CREDIT UNION, as aforesaid, for the uses and purposes therein set forth, at d the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said SELFRELIANCE FEDERAL CREDIT UNION did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Secretary as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this _______ day of May, 2019.

OLGA YAKYMETS Official Seal Notary Public – State of Illinois My Commission Expires Sep 21, 2021

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EXHIBIT A

Legal Description:

UNIT 1 IN THE 2207 WEST CHICAGO CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE WEST 2.16 FEET OF LOT 3 AND ALL OF LOTS 4 AND 5 IN THOMAS C. HIGGIN'S SUBDIVISION OF BLOCK 7 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SUPVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 8, 2012 AS DOCUMENT NUMBER 1222118083; AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

P.I.N.:

17-07-101-041-1001

Property Address:

2207 W Chicago Avenue, Unit 1, Chicago, IL 30622