

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*1931934091\*

Doc# 1931934091 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2019 02:08 PM PG: 1 OF 5

The property identified as: PIN: 15-14-201-029-0000

**Address:**

Street: 1112-1114 Greenwood Avenue

Street line 2:

City: Maywood

State: IL

ZIP Code: 60153

Lender: Central Bank Illinois

Borrower: 1112 Greenwood Avenue LLC

Loan / Mortgage Amount: \$210,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: A2884B74-2A6D-4945-A5CB-80868EE24B2F

Execution date: 10/21/2019

S Y  
P 5  
S N  
M Y  
SC Y  
E Y  
INT DY  
D/10-30-19

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## MORTGAGE AND MODIFICATION EXTENSION AGREEMENT LOAN NUMBER

THIS AGREEMENT, made this 21st day of OCTOBER, 2019, by and between CENTRAL BANK ILLINOIS, Rochelle, Illinois, a Banking corporation organized and existing under the laws of the State of Illinois, herein referred to as ("MORTGAGEE"), and 1112 GREENWOOD AVENUE LLC, of the City of Lemont, County of Cook, State of Illinois, (hereinafter referred to as "MORTGAGOR(S)").

WHEREAS, MORTGAGEE is the holder of a certain Promissory Note for the payment of ONE HUNDRED AND TWENTY-SIX THOUSAND 00/100 Dollars (\$126,000.00), made by MORTGAGOR(S), dated JULY 12, 2018, and due on JULY 15, 2025; and

WHEREAS, such Promissory Note(s) is secured by a Mortgage recorded on JULY 25, 2018, in the office of the Recorder of Deeds of Cook County, Illinois, as document #1820633215, which Mortgage is now a lien on the premises described in said Mortgage. The legal description of said real estate is set forth on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, there is now owing on said Promissory Note and Mortgage the sum of TWO HUNDRED TEN THOUSAND 00/100 dollars (\$210,000.00), with interest thereon at the rate of 5% per annum and there are no defenses or offsets to the Mortgage or the Debt secured by said Mortgage; and

WHEREAS, the MORTGAGOR(S) has requested an extension for the time of payment, and the MORTGAGEE(S) is willing to extend the time of payment in accordance with the provisions of this Agreement.

IT IS THEREFORE AGREED by and between the MORTGAGOR(S) and MORTGAGEE as follows:

1. **EXTENSION AND MODIFICATION OF PAYMENT DATES.** The maturity date of the Promissory Note and Mortgage shall be modified from JULY 15, 2025 to OCTOBER 15, 2024.

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MORTGAGOR(S) shall pay to MORTGAGEE the sum of ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 61/100 (1,235.61) beginning on NOVEMBER 15, 2019, and ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 61/100 (1,235.61) on the same day of each month thereafter. All payments shall be applied first to interest, and then to principal, until paid in full.

**2. MODIFICATION OF INTEREST RATE.** The annual interest rate on the Promissory Note shall remain the same at 5% effective OCTOBER 21, 2019.

**3. ORIGINAL PROMISSORY NOTE AND MORTGAGE.** The original Mortgage to which this extension relates is incorporated herein by this reference. Except as modified by this Agreement, the original Promissory Note and Mortgage shall remain in full force and effect.

**4. RIGHTS OF MORTGAGEE NOT IMPAIRED.** This Agreement shall not create any merger or alter or prejudice the rights and priorities of the MORTGAGEE, its successors and assigns, in any way. If so construed by any Court of competent jurisdiction, this Agreement shall be void and all obligations owed by MORTGAGOR(S) to MORTGAGEE shall be immediately due and payable at the election of the MORTGAGEE.

**5. SUCCESSORS BOUND.** This agreement and all provisions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, legal representatives, next of kin, transferees and assigns of the parties hereto.

**6. NO ORAL MODIFICATION.** This Agreement may not be modified except by an instrument in writing, signed by the parties hereto, their heirs, legal representatives, successors or assigns.

**7. GOVERNING LAW.** This Agreement and all related Promissory Notes and other collateral documents related to the loan relationship between the MORTGAGOR(S) and the MORTGAGEE shall be governed by and interpreted in accordance with the laws of the State of Illinois. Said Promissory Notes and related collateral documents shall be deemed modified to the extent that the laws of any other state are specified as controlling. All disputes subject to resolution shall be resolved in the Circuit Court of Cook County, Illinois before a Judge and not before a jury.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

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IN WITNESS WHEREOF, the MORTGAGEE through its authorized officers, and the MORTGAGOR(S) have executed this Agreement Rochelle, Illinois this 21st day of OCTOBER, 2019.

EXECUTED IN DUPLICATE

Thomas J. Distasio  
THOMAS J DISTASIO,  
OWNER/MANAGER & INDIVIDUALLY

10/21/19  
DATE

Lori Ann Distasio  
LORI ANN DISTASIO,  
OWNER/MEMBER & INDIVIDUALLY

10-21-19  
DATE

CENTRAL BANK ILLINOIS  
ROCHELLE - MORTGAGEE

Earl T Fleming  
BY: EARL T FLEMING

10-21-19  
DATE

Bank NMLS# 579222  
Originator NMLS#

State of Illinois )  
COUNTY OF Ogle )

On this 21st day of OCTOBER, 2019, before me personally appeared EARL T FLEMING to me personally known, who being sworn did say that he is the Vice-President of Central Bank Illinois, Rochelle, Illinois, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of its Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

And on the same day appeared THOMAS J DISTASIO AND LORI ANN DISTASIO to me known to be the signing Manager/Member of the MORTGAGOR(S) 1112 GREENWOOD AVENUE LLC, described in and who executed the within instrument and who acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.



SEAL

Sara A Mitchell  
NOTARY PUBLIC

TJD LD

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**THIS INSTRUMENT HAS BEEN PREPARED BY AND SHOULD BE RETURNED TO:**

CENTRAL BANK ILLINOIS, 340 MAY MART DR, PO BOX 49, ROCHELLE, IL 61068

## EXHIBIT A

LOT 8 (EXCEPT THE SOUTH 15 FEET THEREOF), ALL OF LOT 9 AND ALL OF LOT 10 IN BLOCK 6, ALL IN STEELE AND BROWN'S ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE 585-1/2 FEET SOUTH OF AND ADJOINING THE NORTH 504-9/10 FEET OF THE WEST 1148 FEET OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX CODE NO.: 15-14-201-029-0000

ADDRESS COMMONLY KNOWN AS: 1112-1114 GREENWOOD AVENUE MAYWOOD, IL 60153

Property of Cook County Clerk's Office

TJD LD