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Doc#. 2404433159 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 02/13/2024 02:05 PM Pg: 1 of 6

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

# COMMUNITY SAVINGS BANK SECOND MODIFICATION TO MORTGAGE AND NOTE LOAN NUMBER 01-10203100

This Second Modification to Mortgage and Note (the "Second Modification") is made as of February 5th, 202. between Jesse Kulik as President of Green Door Holdings, Inc., an Illinois corporation and Jesse Kulik and Eugene Wiszowaty Individually (hereinafter referred to as Mortgagors) and Jesse Kulik and Eugene Wiszowaty (hereinafter referred to as Guarantors) and Community Savings Bank (hereinafter referred to as the "Mortgagee").

#### VITNESSETH:

WHEREAS, Eugene Wiszowaty and Jesse Fulik as Individuals, and Community Savings Bank entered into a Mortgage (hereinafter the "Mortgage") dated November 20, 2008, said Mortgage having been recorded in the Office of the Accorder of Deeds of Cook County, Illinois on December 8, 2008 as document 0834326210 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Mortgage Note dated November 20, 2008 (the "Note") in the original principal sum of Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, Eugene Wiszowaty and Jesse Kulik executed a Quit Claim Deed dated December 21, 2011 and recorded with the Recorder of Deeds of Cook County, Illinois on December 23, 2011 as document number 1135713036 thereby transferring all their interest in said property to Green Door Holdings, Inc. an Illinois corporation; and

WHEREAS, Mortgagors, Guarantors and Mortgagee agreed and entered into a prior modification to mortgage and note dated January 30, 2014; and

WHEREAS, Eugene Wiszowaty and Jesse Kulik, for value received and in consideration of advances made to them on November 20, 2008 or future advances, if any, to them or Green Door Holdings, Inc., hereby agree and confirm their continuing personal guaranty to the full and prompt payment to Mortgagee from the date of disbursement, as evidenced by the signed Note referenced above and Personal Guarantees executed by them on January 30, 2014; and

WHEREAS, Mortgagors, Guarantors and Mortgagee desire to enter into this Second Modification to Mortgage and Note to among other things, re-amortize the current principal balance with modified annual interest rate and Maturity Date of the Note; and

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

- 1. <u>Amortization of Principal</u>. The remaining principal balance of said loan is hereby re-amortized over a term of 120 months beginning with a first payment due and owing February 1, 2024, and all subsequent monthly payments due and owing the first day of each month thereafter.
- 2. New Interest Rates. Interest in arrears shall accrue on the outstanding principal balance from the date hereof at the rate of 6.750% (Pay-O-Matic) per annum and shall be fixed for the 120 month term.
- 3. <u>Maturity Date.</u> The Maturity Date is hereby modified to January 1, 2034 at which time all unpaid principal and accrued interest thereon, if not sooner paid, shall be due and payable.
- 4. Loan Paymen's Starting February 1, 2024 and on the same day each month thereafter, a principal and interest payment shall be due the Mortgagee in the sum of \$1,905.24 (Pay-O-Matic) which is based on 120 month amortization schedule. A final payment of the remaining principal balance, plus any accrued interest and/or additional fees, if any, shall be due and payable on the Maturity Date.
- 5. Real Estate Tax Escrow. Subject to an annual adjustment, the monthly real estate tax escrow is \$947.41 per month and is due on the first day of each month starting as set forth above.
- 6. <u>Hazard Insurance Escrow</u>. Mortgagors and Guarantors acknowledges and agrees that Hazard Insurance premiums are not part of the monthly escrow payment shown above. Mortgagors must promptly pay in full the annual insurance premiums and must continue to provide evidence of insurance showing Mortgagee as loss payee in amounts reasonably required by Mortgagee
- 7. Reaffirmation. Mortgagors and Guarantors hereby ratify and confirm all of their liabilities and obligations under the Mortgage, Note, Supplemental Agreement and all other loan documents (hereinafter referred to a "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 liabilities and obligations of Mortgagors under said Loan Documents as modified by this agreement.

The Mortgagors and Guarantors further represent 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 the Mortgagors 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 as of this date is One Hundred Sixty Five Thousand Nine Hundred Twenty Six and 01/00 Dollars (\$165,926.01).

2404433159 Page: 3 of 6

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- 8. <u>Binding on Successors</u>. This Second Modification shall be binding on the Mortgagors and Guarantors and their respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.
- 9. <u>Original Agreement Binding</u>. 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.
- 10. <u>Conditions Precedent</u>. This Second Modification to Mortgage and Note 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) Ver fication that Green Door Holdings, Inc. remains in active status and good standing with the Illinois Secretary of State;
  - c) Payment to Mortgagee a Modification Fee in the amount of \$2,488.89 plus costs

This Second Modification shall constitute an amendment of the Loan Documents and wherever in said instruments of the 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 Mor gage as revised by this Second 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 Mortgagors and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

IN WITNESS WHEREOF, the parties have executed this Second Modification to Mortgage and Note as of the 5<sup>th</sup> day of February, 2024

#### **MORTGAGORS**

Green Door Holdings, Inc.

By: 1656 Kulik, its President

Jesse Kulik, Individually

Eugene Wiszowaty, Individually

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**MORTGAGEE:** 

Community Savings Bank

By: William Navilla it Vica Pracid

CONSENT OF GUARANTORS

Jesse Kulik

Eugene Wiszowaty

STATE OF ILLINO'S COUNTY OF COOK

MORTGAGOR NOTARY

I, Elizabeth Bis-Slowik, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jesse Kulik personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of Green Door Holdings, Inc. and Jesse Kulik and Eugene Wiszowaty, individually, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of February, 2024

Notary Public

My commission expires: May 8, 2024

ELIZALITA PISAL CWIK
Notary Public, State of Itimois
Ty Commission Expires 05-08-2024

STATE OF ILLINOIS COUNTY OF COOK

MORTGAGEE NOTARY

I, Elizabeth, a Notary Public, in and for said County, in the state aforesaid do hereby certify, that Arthur Neville, the Vice President of Community Savings Bank, who is reasonally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he\she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Community Savings Bank as aforesaid, for the uses and purposes therein set forth.

Given under my/hand and notarial seal this 5th day of February, 2024

Notary Public

My commission expires: May 8, 2024

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2404433159 Page: 5 of 6

Coot County Clart's Office

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# STATE OF ILLINOIS COUNTY OF COOK

#### **GUARANTOR NOTARY**

I, Elizabeth Bis-Slowik, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jesse Kulik and Eugene Wiszowaty, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Guarantors appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of February, 2024

Notary Public

My commission expires: May 8, 2024

Prepared by and MAIL TO:

Arthur Neville

Community Savings Bank 4801 W. Belmont Avenue

Chicago, IL. 60641

2404433159 Page: 6 of 6

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#### **EXHIBIT "A"**

LOT 78 IN BLOCK 4 IN CRAWFORD SQUARE, A SUBDIVISION OF BLOCKS 3, 4 AND 5 IN GRANDVIEW RESUBDIVISION OF BLOCKS 1, 2 AND 3 IN JONES SUBDIVISION IN THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PERMANENT INDEX NUMBER: 13-23-319-003-0000** 

DAMONL.

OROCOOK COUNTY CLORK'S OFFICE PROPERTY COMMONLY KNOWN AS: 3351 N. SPRINGFILED AVENUE, CHICAGO, IL 60618