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THIS DOCUMENT PREPARED BY:
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0335729276

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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/23/2003 12:57 PM Pg: 1 of 4

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MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This Modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this 25th day of November, 2003 by and between **THOMAS E. HEALY** and **JUDITH R. HEALY, husband and wife** (the "Borrower") and **NEW TRIER FEDERAL CREDIT UNION, incorporated by an Act of Congress** (the "Lender"), with reference to the following facts:

a. By that certain Mortgage (the "Mortgage") dated **January 21, 1999** by and between Borrower and Lender, as Mortgagee, recorded on **March 12, 1999**, as Document No. **99241748** with the Recorder of Deeds of **Cook** County, Illinois, the Borrower mortgaged to Lender that certain real property located in **Cook** County, Illinois, legally described as follows:

LOT 3 IN MARY FRANK'S SUBDIVISION OF THE EAST 135.86 FEET OF THE WEST 844.30 FEET OF THE SOUTH 226.20 FEET OF THE NORTH 259.20 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 10-07-304-037-0000

Address: 331 Neva, Glenview, IL 60025

BOX 333

J. E. A.
J. R. N.

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The Mortgage secures the Revolving Credit Loan Agreement (the "AGREEMENT") of even date establishing a line of credit in the amount of \$50,000.00, with a term of 60 months, the maturity date of which is **January 01, 2003**.

b. Borrower wishes to extend the term of the AGREEMENT an additional 60 month with a maturity date of **January 01, 2008** and wishes to repay per the Agreement based on a 180 month amortization, and Lender agrees to this modification with respect to the new term, maturity date and amortization.

c. The AGREEMENT and Mortgage are hereby modified and amended as follows:

1. The grant set forth in the Mortgage is made for the purpose of securing, and shall secure payment of the AGREEMENT with interest thereon, according to its terms, per the credit limit set forth in the AGREEMENT, as well as payment by Borrower of all sums due and owing under and performance of all obligations set forth in the AGREEMENT and this Modification, and satisfaction and performance by Borrower of each and every obligation of Borrower set forth in the AGREEMENT, Mortgage or this Modification.

2. The last full sentence in Covenant 23 (**Future Advances**) of the Mortgage is hereby amended to read: "However, no advances will be made beyond the 10th year of the term of this Mortgage."

3. The AGREEMENT is hereby modified as follows:

(i) The section titled PRINCIPAL REDUCTION shall read " During the draw period the minimum payment will not fully repay the principal that is outstanding on your line, depending on when you take your draws, even though the term of this loan is 180 months."

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months and the amortization is based on a 180 month payback."

(ii) The Maturity Date is amended to read **January 01, 2008**.

(ii) The Draw Period is amended to read **10 years**.

4. The AGREEMENT is hereby modified by deleting "120 month" and replacing same with "180 months" in that Section titled HOW TO REPAY YOUR LOANS-DRAW PERIOD.

5. All other terms, except as modified and amended by this Modification, are confirmed and ratified and all provisions thereof in the AGREEMENT and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Revolving Credit Loan Agreement and Mortgage on the date first set forth above.

LENDER:

NEW TRIER FEDERAL CREDIT UNION,
incorporated by an Act of Congress

BY: *Deborah Davis*

Title: *Loan Officer*

BORROWER:

Thomas E. Healy (seal)
THOMAS E. HEALY

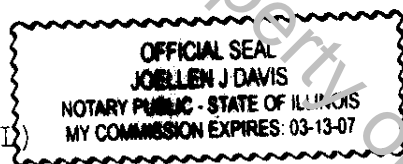
Judith R. Healy (seal)
JUDITH R. HEALY

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STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **THOMAS E. HEALY and JUDITH R. HEALY**, husband and wife, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this **25th** day of **January, 2003**, in Person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

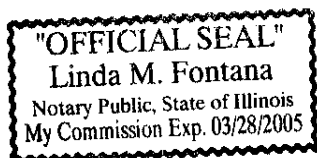


(SEAL)

Joellen J. Davis
 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joellen Davis, personally known to me to be the Loan Officer of **NEW TRIER FEDERAL CREDIT UNION, incorporated by an Act of Congress**, appeared before me this 25th day of November, 2003 and acknowledged that she executed and delivered the foregoing instrument as the free and voluntary act of **NEW TRIER FEDERAL CREDIT UNION**, and that said action has been duly authorized by the said **NEW TRIER FEDERAL CREDIT UNION**.



(seal)

Linda M. Fontana
 Notary Public