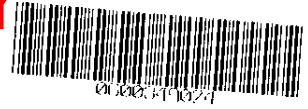


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THIS DOCUMENT PREPARED BY:
MAIL TO:



Doc#: 0600349024 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2006 12:47 PM Pg: 1 of 6

CU/AMERICA FIN. SERVICES
450 E. 22ND ST., STE 240
LOMBARD, IL 60148

MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This Modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this **9th** day of **November, 2005** by and between **Lawrence T. Ware**, an unmarried man, (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 **December 3, 1995** by and between Borrower and Lender, as Mortgagee, recorded on **January 22, 1996**, as Document No. **96056479**, modified and recorded **January 24, 2001** as document No. **0010063299** 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 19 IN BLOCK 3 IN NIKOLAUS MILLER'S SUBDIVISION OF THE EAST 511 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 14-07-222-007-0000

Address: 1821 W. Berwyn Ave., Chicago, IL 60640

The Mortgage secures the Revolving Credit Loan Agreement (the "Agreement") of even date establishing a line of credit in the amount of **\$30,000.00** with a term of 60 months, the maturity date of which is **December 1, 2005**.

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- B. Borrower wishes to extend the term of the Agreement to a maturity date of **November 1, 2010**, and Lender Agrees to this modification with respect to the new term and maturity date.
- 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 15th year of the term of this Mortgage."
 3. The Agreement is hereby modified as follows:
 - a. The section titled PRINCIPAL REDUCTION shall read "During the draw period the minimum payment may 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 and the amortization is based on a 180 month payback."
 - b. The Maturity Date is amended to read **November 1, 2010**
 - c. The Draw Period is amended to read **15 years**.
 4. 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.



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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: *Devin Davis*

TITLE: *Loan Officer*

BORROWER:

Lawrence T. Ware (seal)
Lawrence T. Ware

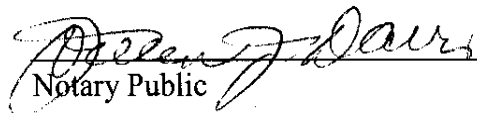
Property of Cook County Clerk's Office

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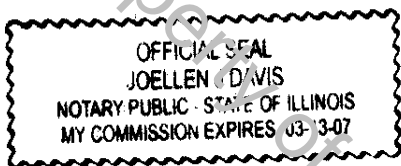
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Lawrence T. Ware** personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 9th day of November, 2005, 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.

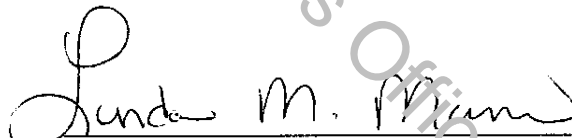

Notary Public

(SEAL)

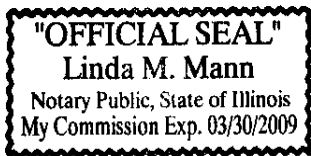


STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joellen J. 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 9th day of November, 2005 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**.


Notary Public

(SEAL)



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STEWART TITLE GUARANTY COMPANY

Statement Required for Issuance of ALTA Owner's and Loan Policies

Date: November 9, 2005

Loan No. 54800A

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures; c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; d) nor have any notices of lien been received, except the following, if any:

NONE
2. That all management fees, if any, are fully paid, except the following:

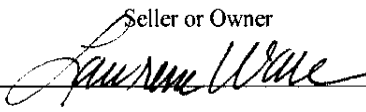
NONE
3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

NONE
4. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

NONE
5. That there are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

NONE
6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledge thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
7. That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing **SPECIALTY TITLE SERVICES, INC.** to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner


Purchaser

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on 11/16/05. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

11/16/05
 Dated _____


 Signature _____
 NEW TRIER FEDERAL CREDIT UNION