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CU/AMERICA FINANCIAL SERVICES  
450 E. 22<sup>ND</sup> ST., STE 240  
LOMBARD, IL 60148

Doc#: 0614249175 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/22/2006 03:24 PM Pg: 1 of 4

## MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This Modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this **17<sup>th</sup>** day of **March 2006** by and between **JAMES F. MARRAN T/U AND BARBARA H. MARRAN T/U THE JAMES F. MARRAN TRUST AGREEMENT DATED 4/1/95 (EACH AS TO AN UNDIVIDED ½ INTEREST)**, (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 **March 7, 2002** by and between Borrower and Lender, as Mortgagee, recorded on **March 27, 2002**, as Document No. **0020345817**, modified and recorded **June 24, 2004** as Document # **0417611262** 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:

**LOTS 3 AND 4 IN BLOCK 1 IN GREGORY'S SUBDIVISION OF THE SOUTH ½ OF LOTS 26, 27 AND 28 IN BAXTER'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**


**PIN # 05-35-303-017-0000**

**125 Fourth St., Wilmette, IL 60091**

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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 **\$325,000.00**, with a term of 60 months, the maturity date of which is **March 1, 2007**.

- B. Borrower wishes to increase the total amount of indebtedness allowed under the line of credit and the amount secured by the said Modification to **\$375,000.00**, and Lender agrees to this modification with respect to the line of credit limit and mortgage amount.
- C. Borrower wishes to extend the term of the Agreement to **March 1, 2011**.
- D. The Disclosure Statement 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 of **\$375,000.00**, 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 credit limit as set forth in the Disclosure Statement is increased to **\$375,000.00**.
  3. The last full sentence in Covenant 23 (Future Advances) of the Mortgage is hereby amended to read: "However, no advances will be made beyond February, 2011."
  4. 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 **March 1, 2011**.



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c. The Draw Period is amended to read **through February 2011.**

- 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: *Deena Harris*

TITLE: *Loan Officer*

BORROWER:

*James F. Marran*  
**James F. Marran, Trustee**

*Barbara H. Marran*  
**Barbara H. Marran, Trustee**

Property of Cook County Clerk's Office

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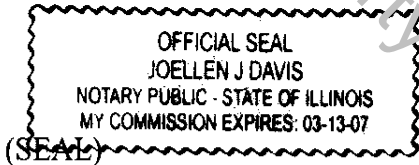
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

### ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **James F. Marran and Barbara H. Marran**, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 17<sup>th</sup> day of March, 2006, 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.

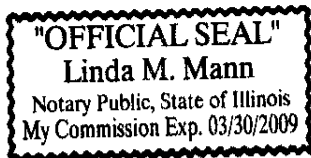
Joellen J. Davis  
Notary Public



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 17<sup>th</sup> day of March, 2006 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**.

Linda M. Mann  
Notary Public



(SEAL)

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