THIS DOCUMENT PREPARED BY:
MAIL TO:

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



Doc#: 0614249176 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/22/2006 03:25 PM Pg: 1 of 4

## MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This Modification of Revelving Credit Loan Agreement and Mortgage (the "Modification") is made this 13th day of January, 2006 by and between Walter Pape, a widower, (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 19, 2001 by and between Borrower and Lender, as Mortgagee, recorded on March 30, 2001, as Document No.001025391, 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 15 IN BLOCK 1 IN ROBERT COMMONS SUBDIVISION OF THE NORTH 21 ACRES OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 10-12-314-014-0000

Address: 1923 Noyes St., Evanston, IL 60201

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 March 1, 2006.

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- B. Borrower wishes to extend the term of the Agreement to a maturity date of **January 1, 2011**, 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 Eurower set forth in the Agreement, Mortgage or this Modification.
  - 2. The last fill sentence in Covenant 23 (Future Advances) of the Mortgage is hereby amended to read: "However, no advances will be made beyond the 15<sup>th</sup> 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 **January 1, 2011**.
    - 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: Acte Jalurs

TITLE: XOON Type.

**BORROWER:** 

Walter Pape

- (seal)
- Colonia Col

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	) ) SS
COUNTY OF COOK	)
	<u>ACKNOWLEDGMENT</u>
THAT Walter Pape personal foregoing instrument, appeared	Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY lly known to me to be the same Person(s) whose name(s) are subscribed to the ed before me this day of, 2006, in at they signed, sealed and delivered the said instrument as their free and voluntary therein set forth.
OFFICIAL CE JOELLEN J EA NOTARY PUBLIC - STATE MY COMMISSION EXPIR	AVI'S E OF ALI'NOIS
STATE OF ILLINOIS COUNTY OF COOK	Coop Co
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 day of day of, 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.	
"OFFICIAL SI Linda M. Ma Notary Public, State o My Commission Exp. 0	EAL" Notary Public ann of Illinois

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