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THIS DOCUMENT PREPARED BY: MAIL TO:

CU/AMERICA FINANCIAL SERVICES 450 E. 22ND ST., STE 240 LOMBARD, IL 60148 Doc#: 0812055021 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/29/2008 11:22 AM 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 20th day of March 2008 by and between, Sharlynn S. Winter, an unmarried woman (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 "Moltgage") dated September 6, 2005 by and between Borrower and Lender, as Mortgagee, recorded on October 25, 2005, as Document No. 0529849057, 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:

PARCEL 1:

UNIT 303 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE OPTIMA TOWERS EVANSTON CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020329861, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST ½ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0020263492.

PARCEL 3:

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EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES P-99 AND P-18, LIMITED COMMON ELEMENTS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 0020329861, AS AMENDED FROM TIME TO TIME.

PIN # 11-18-311-043-1008

1580 Sherman #303, 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 \$50,000, with a term of 60 months, the maturity date of which is **September 1, 2010.**

- 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 \$60,000.00, 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, 2013.
- 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 \$60,000.00, 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 overy 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 \$60,000.00.
 - 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, 2013."
 - 4. The Agreement is hereby modified as follows:

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ion litled 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."

- The Maturity Date is amended to read March 1, 2013. b.
- The Draw Period is amended to read through February, 2012. c.
- 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 nereto have executed this Modification of Revolving Credit Loan Agreement and Mortgage on the date first set forth above. County Clark's Office

LENDER:

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

BORROWER:

Sharlynn S. Winter

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STATE OF ILLINOIS)
COUNTY OF COOK) SS
<u>ACKNOWLEDGMENT</u>
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sharlynn S. Winter, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day of day of notation, 2008, 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.
OFFICIAL SEAL OFFICIAL SEAL Notary Public Notary Public (SEAL) Notary Public Notary Public Notary Public
STATE OF ILLINOIS COUNTY OF COOK COUNTY OF COOK
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

(SEAL)

"OFFICIAL SEAL"
Linda M. Mann
Notary Public, State of Illinois
My Commission Exp. 03/30/2009

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