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THIS DOCUMENT PREPARED BY:

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



Doc#: 0827449038 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/30/2008 12:41 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 1st day of **July 2008** by and between **Katherine E. Zilla**, 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 "Mortgage") dated **July 21, 2003** by and between Borrower and Lender, as Mortgagee, recorded **August 12, 2003**, as Document No. **0322411268** 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 COACH HOUSE, IN THE LINCOLN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN BLOCK 15 IN NORTH EVANSTON IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FIRST ILLINOIS BANK OF EVANSTON, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 19, 1990 AND KNOWN AS TRUST NUMBER R-3709, AND RECORDED AUGUST 16, 1990 AS DOCUMENT 90402508, TOGETHER WITH ITS PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION.

PARCEL 2: A PERPETUAL AND EXCLUSIVE EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE P-C, AS DELINEATED AND SET FORTH IN SAID DECLARATION AND SURVEY.

PIN # 10-12-304-049-1007

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Commonly known as: 2421 Brown Avenue, 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 **\$40,000.00** with a term of 60 months, the maturity date of which is **July 1, 2008**

- B. Borrower wishes to extend the term of the Agreement to a maturity date of **July 1, 2013**, 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 10th 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 **July 1, 2013**.

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- c. The Draw Period is amended to read **10 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.

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 *Robert Davis*

TITLE: *Loan Officer*

BORROWER:

Kate Zilla (seal)
Katherine E. Zilla

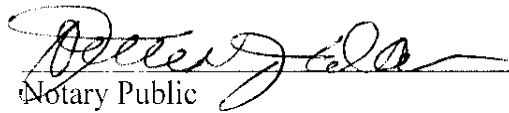
Property of Cook County Clerk's Office

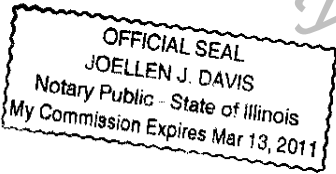
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Katherine E. Zilla** personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 1st day of July, 2008, in Person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

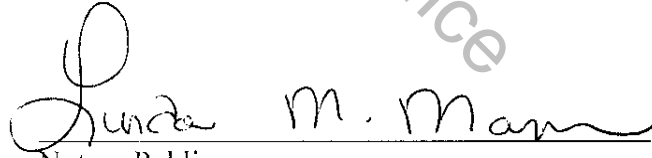

Notary Public

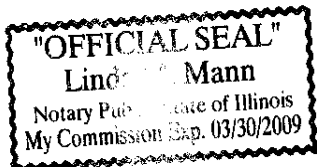


(SEAL)

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 1st day of July, 2008 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)