

# UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY:  
MAIL TO:

CU/America Financial Services  
450 E. 22<sup>nd</sup> Street, Suite 240  
Lombard, IL 60148

Doc#: 0911349085 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/23/2009 02:11 PM Pg: 1 of 5

## MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this **4th** day of **March, 2009** by and between **Ann Delicate Wagner, Trustee of the Ann Delicate Wagner Trust Dated April 9, 1996** (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 **June 6, 1995** by and between Borrower and Lender, as Mortgagee, recorded on **July 12, 1995** as **Document No. 95451095**, modified and recorded **August 3, 2000** and **August 18, 2005** as **Document Nos. 00590537 and 0523049049**, respectively 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: THAT PART OF LOTS 19 AND 20 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2 CHAINS, 76 LINKS NORTH OF THE SOUTHEAST CORNER OF NORTH ½ OF THE SOUTH EAST ¼ OF SAID SECTION 23, BEING THE SOUTHEAST CORNER OF SAID LOT 20; THENCE RUNNING WEST ON SOUTH LINE OF SAID LOT 20, A DISTANCE OF 1510 FEET FOR A PLACE OF BEGINNING; THENCE NORTH ON A LINE PARALLEL WITH EAST LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 280.5 FEET MORE OR LESS TO NORTH LINE OF SAID LOT 19; THENCE WEST ALONG NORTH LINE OF LOT 19 AFORESAID 160 FEET, THENCE SOUTH ON A LINE PARALLEL WITH EAST LINE OF SAID LOTS 19 AND 20 TO SOUTH LINE OF SAID LOT 20; THENCE EAST 160 GEET TO THE PLACE OF BEGINNING; IN COOK COUNTY ILLINOIS

*AW*

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**PARCEL 2: PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY WARRANTY DEED DATED OCTOBER 27, 1939 AND RECORDED OCTOBER 30, 1939 AS DOCUMENT NUMBER 12389840, OVER AND ACROSS THE NORTH 30 FEET OF THE EAST 1030 FEET OF LOT 19 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.**

**PIN # 04-23-400-024-0000**

**Address: 2450 Hedge Row, Northfield, IL 60093**

The Mortgage secures the Revolving Credit Loan Agreement (the "Agreement")

of even date establishing a line of credit in the amount of **\$50,000.00** with a term of 60 months, the maturity date of which is **June 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 **\$100,000.00**, 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 a maturity date of **March 1, 2014**, and Lender agrees to this modification with respect to the new term and maturity date.
- D.** 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 of **\$100,000.00**, 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.

*AWC*

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2. The credit limit as set forth in the Disclosure Statement is increased to **\$100,000.00.**
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 the 20<sup>th</sup> year of the term of this mortgage.”
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, 2014**
  - c. The Draw Period is amended to read **through February 2014.**
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.



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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: *Robert J. [Signature]*

TITLE: *Loan Officer*

BORROWER:

*Ann Delicate Wagner*  
**Ann Delicate Wagner, Trustee of the Ann Delicate Wagner Trust Dated April 9, 1996**

Property of Cooper County Clerk's Office

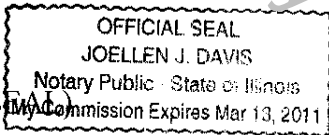
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STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )     SS

### ACKNOWLEDGMENT

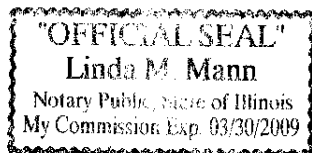
I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Ann Delicate Wagner**, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this - 4<sup>th</sup> day of March, 2009 in 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 4<sup>th</sup> day of March, 2009 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)