



Motorola Employees Credit Union

Prepared by and Return to:

MECU

1205 E. Algonquin Rd.

Schaumburg, Illinois 60196

*H2520753D*

Member Name **Carl J. Guenther and Laura Clarke Guenther**

MECU Account Number **11293016**

MLS-MECU Mortgage Loan Number **8132250**

Mortgage Type **5/1 ARM**

Original Loan Amount **\$408,000.00**

Original Rate **4.75%**

Original Loan Date **April 30, 2008**

Payment Amount **\$2,128.32**

Present Balance **\$401,704.28**



0916708000

Doc#: **0916708000** Fee: **\$42.00**  
Eugene "Gene" Moore RHSP Fee: **\$10.00**  
Cook County Recorder of Deeds  
Date: **06/16/2009 07:27 AM** Pg: 1 of 4

*4*

WHEREAS, **Carl J. Guenther and Laura Clarke Guenther** (hereinafter referred to as "Mortgagors") did therefore obtain a loan from MOTOROLA EMPLOYEES CREDIT UNION, SCHAUMBURG, ILLINOIS, a state chartered credit union, having its principal place of business in the city of Schaumburg, Illinois (hereinafter sometimes referred to as the "Credit Union"), in the principal sum of **Four Hundred Eight Thousand** Dollars, evidenced by the principal promissory note dated **April 30, 2008**, executed by said **Carl J. Guenther and Laura Clarke Guenther**, payable to the order of Bearer, and being payable together with interest thereon at the rate of **4.75%** per annum on the unpaid balance in accordance with the terms of the note and disclosure, in monthly installments of **\$2,128.32** on the 1st day of **July, 2008**, and a like on the 1st day of each and every month thereafter until the next adjustment period; and

WHEREAS, to secure the payment of the said note and indebtedness, the said Mortgagors did also execute and deliver a trust deed in the principal sum of **Four Hundred Eight Thousand** Dollars, dated and recorded in the Recorder's office of **Cook County, Illinois**, and to the successors in the trust therein names, the real estate commonly known as:

**7052 N. Mankato, Chicago, Illinois 60646**

**Recorded 5/16/2008**

**Doc # 0813740044**

described in the said trust deed, to-wit;

SEE ATTACHED

PIN: 10-32-126-031-0000

WHEREAS, by the virtue of payments made by said Mortgagors from time to time, the unpaid balance of the principal on the said note, trust deed and indebtedness was reduced to the sum of **\$401,704.28**, as of **May 29, 2009**; and

WHEREAS, the said MOTOROLA EMPLOYEES CREDIT UNION, SCHAUMBURG, ILLINOIS, is the legal owner of the said note, trust deed and indebtedness and the parties hereto have agreed hereto have agreed to modify the terms and provisions of the said note and trust deed in the following respects:


# UNOFFICIAL COPY

By allowing the interest rate to be reduced on the balance of the principal remaining unpaid on the said note and the trust deed of **April 30, 2008**, without change to and in accordance with terms of the original note and disclosure.

NOW, THEREFORE, for and in consideration of the promises, and for other good and valuable considerations, the receipt and adequacy of which are hereby expressly acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. The said Credit Union does hereby agree to maintain the rate of interest on the balance of the principal remaining unpaid on the said note, trust deed, and indebtedness of **4.00%** per annum, the said rate will be effective from **first payment date after receipt of signed modification to June 1, 2013**, whereas the following rate adjustment period will again be in accordance to the original note and disclosure.
2. The monthly installments of principal and interest payable on the said note and trust deed will change to **\$1,952.18 P&I** and will continue to be due on the 1st day of each and every month hereafter, in effect until the next rate adjustment period.
3. By reason of the modification hereinabove made, the present balance of principal remaining unpaid on the said note and this Agreement shall be payable, together with the interest at the rate of **4.00%** per annum on the balance of such principal sum remaining from time to time unpaid in monthly installments as indicated by the above item (2) without change to and in accordance with terms of the original note and disclosure.. The said monthly installments shall be first applied to interest on the unpaid balance, and the remainder to principal, and said monthly installments are payable to the Credit Union.
4. Except as herein modified, all the terms, covenants, agreements and provisions contained in the said Promissory Note and Trust Deed (Mortgage) are hereby in all respects adopted, and approved, confirmed and ratified and shall remain in full force and effect, and the said Mortgagors jointly and severally agree to perform the same as therein in this Agreement set forth.
5. The terms and provisions contained in this Agreement shall be binding upon and insure to the benefit of the said Credit Union, its successors and assigns, and shall likewise be binding upon and insure to the benefit of the said Mortgagors, their respective heirs, executors, administrators, personal representatives, successors and assigns.
6. The said Mortgagors, jointly agree that this modification is a one time amendment to the original Promissory Note and Trust Deed (Mortgage) dated **April 30, 2008** only. No other changes, amendments or modifications will be permitted after this agreement has been executed.

Approved  6/3/09  
Motorola Employees Credit Union date

Approved  6/3/09  
Motorola Employees Credit Union date

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Dated and executed this 2nd day of June, 2009

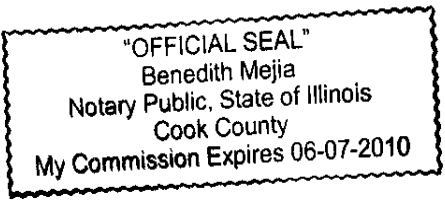
Carl J. Guenther  
Carl J. Guenther

Laura Clarke Guenther  
Laura Clarke Guenther

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in the and for the said County and State aforesaid, DO  
HEREBY CERTIFY THAT Carl J. Guenther and Laura Clarke Guenther,  
who is/are personally know to me to be the same person(s) whose name(s) are subscribed to the foregoing  
instrument, appeared before me this day in persona and acknowledged that he/she/they signed, sealed, and  
delivered the said instruments as his/her/their free and voluntary act, for the uses and purposes therein set  
forth, including the releases and waiver of the right of Homestead.

Given under my hand and Notarial Seal this 2nd day of June, 2009



Benedith Mejia  
Notary Public

MY COMMISSION EXPIRES 06/07/2010

Property of Cook County Office

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 43 IN STOLTZNER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF VICTORIA POTHIER'S RESERVATION AND A RESUBDIVISION OF LOT "A" IN WITTSBOLD'S INDIAN BOUNDARY PARK NO. 4, ALL IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 10-32-126-031-0000 Vol. 0308

Property Address: 7052 North Mankato Avenue, Chicago, Illinois 60646

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