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Doc#: 0928010000 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/07/2009 08:19 AM Pg: 1 of 4

Space Above This Line For Recording Data

This instrument was prepared by AmericaUnited Bank and Trust Company USA, 485 Lake Street, Antioch, Illinois 60002

When recorded return to AmericaUnited Bank and Trust Company USA, 485 Lake Street, Antioch, Illinois 60002

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 28, 2009. The parties and their addresses are:

MORTGAGOR:

TIMOTHY C. GUNDERSON
A single person
3319 W. Polk Street
Chicago, IL 60624

LENDER:

AMERICAUNITED BANK AND TRUST COMPANY USA AS SUCCESSOR TO FIRST NATIONAL BANK-
Organized and existing under the laws of the United States of America EMPLOYEE OWNED
485 Lake Street
Antioch, IL 60002

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated August 28, 2004 and recorded on September 14, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at Document No. 0425834114 and covered the following described Property:

SEE ATTACHED LEGAL DESCRIPTION

PIN #16-14-414-032-0000 ✓

The property is located in Cook County at 3319 W. Polk Street, Chicago, Illinois 60624. ✓

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

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(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 577715-78, dated August 28, 2009, from Mortgagor to Lender, with a maximum credit limit of \$26,000.00 and maturing on August 28, 2014.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

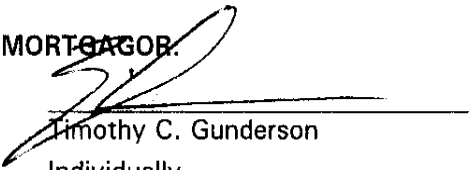
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

4. ADDITIONAL TERMS. to extend maturity date from August 28, 2009 to August 28, 2014

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:


 Timothy C. Gunderson
 Individually

LENDER:

America's United Bank and Trust Company USA

By 
 Robert L. Haife, Vice President

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ACKNOWLEDGMENT

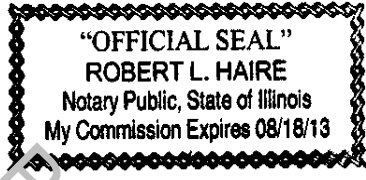
(Individual)

State OF Illinois , County OF Lake ss.

This instrument was acknowledged before me this 28th day of August , 2009
by Timothy C. Gunderson , A single person.

My commission expires:

Robert L. Haire
(Notary Public)



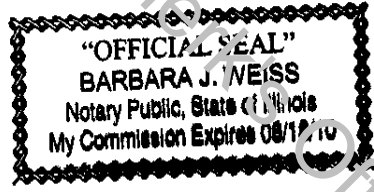
(Lender Acknowledgment)

State OF Illinois , County OF Lake ss.

This instrument was acknowledged before me this 28th day of August , 2009
by Robert L. Haire -- Vice President of AmericaUnited Bank and Trust Company USA, a corporation, on behalf of the corporation.

My commission expires:

Barbara J. Weiss
(Notary Public)



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PARCEL 1:

LOT 8 IN HOMAN SQUARE PHASE TWO, SECTION TWO, BEING A RESUBDIVISION OF LOTS 1 THROUGH 24, INCLUSIVE, AND THE VACATED 16 FOOT EAST/WEST ALLEY IN BLOCK 11 OF E.A. CUMMINGS AND CO'S CENTRAL PARK AVENUE ADDITION, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1995 AS DOCUMENT NUMBER 95492645, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

A NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS ALL COMMON SIDEWALKS, ANY ALLEYS, STREETS OF ROADWAYS AS CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HOMAN SQUARE RESIDENTS ASSOCIATION RECORDED JUNE 27, 1994 AS DOCUMENT NUMBER 94558398 AND AS AMENDED BY DOCUMENT NUMBERS 94930840, 95190932 AND 95552590

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