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Doc#: 0932113015 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2009 10:12 AM Pg: 1 of 4

Return Docs To:
CHARTER TITLE, LLC
414 Chestnut Street
Hinsdale, IL 60521

097050

Prepared by: Eileen Buck
Record and return by mail to:
Home Equity Service Center
4001 Leadenhall Road
Mount Laurel, NJ 08054
Attn: Lori Butler – Mailstop DC
Loan No: 0055578967

AMENDMENT TO AGREEMENT AND MORTGAGE

THIS AMENDMENT is made by and between **Charles Schwab Bank**, whose street address is 4001 Leadenhall Road, Mount Laurel, NJ 08054 ("Lender"), and **Lawrence B. Friedman**, a married person, & **Susan A. Snodgrass**, a married person, who resides at 547 South Clark Street, #803, Chicago, IL 60605 ("Borrower").

WHEREAS, on October 1, 2008, Lender established a home equity line of credit account (the "Account") in the name of Mortgagor with a maximum line of credit available under the Account in the amount of **\$90,000.00**; and

WHEREAS, in order for the Account to be established, Borrower/Mortgagor executed certain documents, including, but not limited to, an Agreement/Promissory Note (the "Agreement") and a Deed to Secure Debt and Assignment of Rents (the "Mortgage"); and

WHEREAS, the Mortgage was recorded on October 9, 2008 in **Doc No. 0328322070** in the official records of **Cook County**, State of Illinois and encumbers the property described therein; and

WHEREAS, Mortgagor requests that Lender decrease the maximum line of credit available under the Account to **\$59,000.00**; and

WHEREAS, in order for Lender to decrease the maximum line of credit available under the Account to such amount, the Agreement and the Mortgage must be amended to reflect the decreased amount.

NOW THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement and the Mortgage are hereby amended to reflect that the maximum line of credit available under the Account, and the maximum principal amount secured by the Mortgage, is now **\$59,000.00**.

2. Except as specifically modified hereby, the Agreement and the Mortgage are hereby ratified and confirmed in all respects and remain in full force and effect.

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Loan No. 0055578967

IN WITNESS WHEREOF, Lender and Mortgagor have executed this Amendment as of the 9th
day of October, 2009.

Charles Schwab Bank, by
PHH Mortgage Corporation, Authorized Agent

By: [Signature]
Kimberly A. DiLeo, Assistant Vice President

Attest: [Signature]
Jason Webb, Assistant Secretary

[Signature]
Lawrence B. Friedman

[Signature]
Susan A. Snodgrass

Property of Cook County Clerk's Office

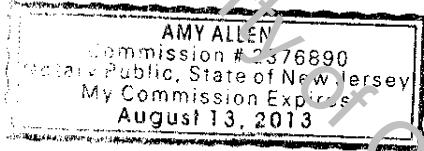
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Loan No. 0055578967

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

On June 2, 2009, before me, Amy Allen, a Notary Public in and for said state, personally appeared Kimbelry A. DiLeo and JASON WEBB, Assistant Vice President & Assistant Secretary, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.



Notary's Signature: *Amy Allen*
Name: Amy Allen
Notary Public, State of New Jersey
Commission No.: 2376890
My Commission Expires: August 13, 2013

STATE OF Illinois
COUNTY OF Cook

On October 9, 2009 before me, Ryan Lavelle, a Notary Public
(Name of Notary)

in and for said county, personally appeared Lawrence B. Friedman & Susan A. Snodgrass, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary's Signature: *Ryan Lavelle*
Name: Ryan Lavelle
Notary Public, State of Illinois
Commission No.: _____
My Commission Expires: 6-18-10

UNOFFICIAL COPY**EXHIBIT "A"****PARCEL 1:**

UNIT 803 AND P-09 IN THE HARRISON STREET LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

PART OF LOTS 13, 14, 15, AND 16 IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 08040590 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE "COMMERCIAL PARCEL" AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 547 SOUTH CLARK STREET AND 80 WEST HARRISON STREET, CHICAGO, ILLINOIS, RECORDED AS DOCUMENT NO. 08040590.

The property referred to in this commitment is commonly known as:

**547 S. Clark Street # 803, Chicago, IL 60605
17-16-244-048-1033 and 17-16-244-048-1069**

Property of Cook County Clerk's Office