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THIS DOCUMENT PREPARED BY:
MAIL TO:

Doc#: 0932756030 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/23/2009 12:02 PM Pg: 1 of 5

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

MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this **21st** day of **August 2009** by and between **Michael J. McDermott and Megan McDermott**, husband and wife, and **Michael L. McDermott and Helen McDermott**, husband and wife, (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 **January 13, 2006** by and between Borrower and Lender, as Mortgagee, recorded on **February 28, 2006** as **Document No. 0605955178**, 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:

THE NORTH ½ OF LOT 87, ALL OF LOTS 88 AND 89 IN THE HIGHLANDS OF EVANSTON LINCOLNWOOD 3RD ADDITION, BEING A SUBDIVISION OF THE NORTH 12 CHAINS OF THE EAST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 10-14-103-046

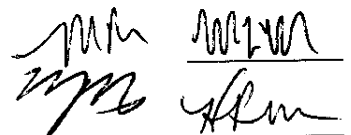
Address: 9532 Hamlin Ave., Evanston, IL 60203

Mr. [Signature]
Mrs. [Signature]

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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 **January 1, 2011**.

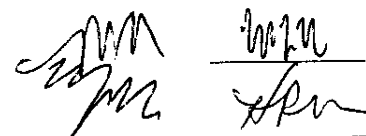
- B.** Borrower wishes to increase the total amount of indebtedness allowed under the line of credit and the amount secured by the said Modification to **\$90,000.00**, and Lender agrees to this modification with respect to the line of credit limit and mortgage amount
- C.** Borrower wishes to extend the term of the Agreement to a maturity date of **August 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 **\$90,000.00**, 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.
 2. The credit limit as set forth in the Disclosure Statement is increased to **\$90,000.00**.
 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 10th year of the term of this mortgage."



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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 **August 1, 2014**
 - c. The Draw Period is amended to read **through July 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: *[Signature]*

TITLE: *Loan Officer*

BORROWER:

[Signature]
Michael J. McDermott

[Signature]
Megan McDermott

[Signature]
Michael L. McDermott

[Signature]
Helen McDermott

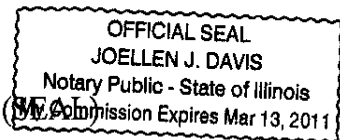
Property of Cook County Clerk's Office

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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 **Michael J. McDermott, Megan McDermott, Michael L. McDermott and Helen McDermott**, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 21st day of August, 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.

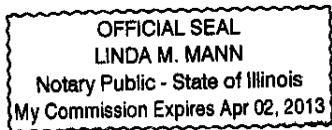


[Signature]

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 21st day of August, 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**.



(SEAL)

[Signature]

Notary Public