

UNOFFICIAL COPY

RECORDING COVER
SHEET
FILE NO.

4399040 '13

Cook COUNTY



1003547006

Doc#: 1003547006 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/04/2010 08:36 AM Pg: 1 of 5

GIT

(1-29-10)

TYPE OF DOCUMENT:

Modification of Agreement

Greater Illinois Title
300 E. Roosevelt Road
Wheaton, IL 60187

Property of Cook County Clerk's Office

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RECORDING REQUESTED BY PNC Bank, N.A., as successor by merger to National City Bank

Prepared By
WHEN RECORDED MAIL TO

4399040

National City Lending Services
6750 Miller Road
Brecksville OH 44141

Customer Name: MICHAEL D. BURGSTONE, ERIN E. BURGSTONE and Husband and Wife

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this 01/12/2010 by PNC Bank, N.A., as successor by merger to National City Bank ("Lender") and MICHAEL D. BURGSTONE, ERIN E. BURGSTONE and Husband and Wife, ("Borrower") previously executed a revolving Credit Agreement ("Credit Agreement") dated 04/29/2008 with a credit limit in the amount of \$250,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust of Mortgage ("Security Agreement") dated _____, for the use and benefit of Lender, which was recorded on 05/08/2008, in Book _____ on Page _____, as Instrument no. 0812942032 of the Office of Recorders of Cook county, state of Illinois.

For Good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above reference Credit Agreement from \$250,000.00 to \$151,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement, and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agree or Security Agreement in any of the Documents refer to Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay cost and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

Agreement is effective as of the date first written above.

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BORROWER:

[Handwritten signature]

MICHAEL D. BURGSTONE

[Handwritten signature]

ERIN E. BURGSTONE

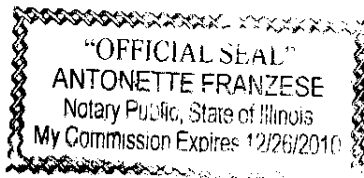
STATE OF IL) SS
COUNTY OF: COOK)

On 1/22/10 before me Antonette Franzese the undersigned, a Notary Public in and for said state personally appeared, MICHAEL D. BURGSTONE, ERIN E. BURGSTONE and Husband and Wife, 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 instruments and acknowledge 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 STAMP OR SEAL

[Handwritten signature]
Notary Public in and for said County and State



LENDER:
PNC Bank, N.A., as successor by merger to

National City Bank

BY: *[Handwritten signature]*
Kelly Clemenich
Officer

STATE OF: OHIO) SS
COUNTY OF: CUYAHOGA)

On January, 17th, 2010, before me, , the undersigned, a Notary Public in and for said state personally appeared, Kelly Clemenich, Officer of PNC BANK, Authorized Signer 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 acknowledge 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 instruments."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

[Handwritten signature]
Notary Public in and for said County and State



John McGonegal
Notary Public, State of Ohio
My Commission Exp. 6-28-12

UNOFFICIAL COPY

BORROWER:

MICHAEL D. BURGSTONE

ERIN E. BURGSTONE

STATE OF _____) SS
COUNTY OF: _____)

On _____ before me _____ the undersigned, a Notary Public in and for said state personally appeared, **MICHAEL D. BURGSTONE, ERIN E. BURGSTONE and Husband and Wife**, 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 instruments and acknowledge 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 STAMP OR SEAL

Notary Public in and for said County and State

LENDER:
PNC Bank, N.A., as successor by merger to

National City Bank

BY: Kelly Clemenich
Kelly Clemenich
Officer

STATE OF: OHIO) SS
COUNTY OF: CUYAHOGA)

On January 12th, 2010, before me, , the undersigned, a Notary Public in and for said state personally appeared, **Kelly Clemenich, Officer** of PNC BANK, Authorized Signer, 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 acknowledge 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 instruments.”

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

John McGonegal
Notary Public in and for said County and State



John McGonegal
Notary Public, State of Ohio
My Commission Exp. 6-28-12

UNOFFICIAL COPY

ORDER NO.: 1301 - 004399040
ESCROW NO.: 1301 - 004399040

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STREET ADDRESS: 2624 NORTH MARSHFIELD AVENUE
CITY: CHICAGO **ZIP CODE:** 60614
TAX NUMBER: 14-30-404-044-0000

COUNTY: COOK

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

LOT 27 IN BLOCK 5 IN FULLERTON'S FOURTH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.