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THIS DOCUMENT PREPARED BY:  
MAIL TO:

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



Doc#: 1101255005 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/12/2011 10:10 AM Pg: 1 of 5

## MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this 1/12/11 day of **December 2010** by and between **Thomas Fitzgerald and Kathleen C. Fitzgerald**, (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, **April 17, 2008** by and between Borrower and Lender, as Mortgagee, recorded on **June 26, 2008** as **Document No. 0817855027**, 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:

### **SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

**Address: 3131 Lake Avenue, Wilmette, IL 60091**

The Mortgage secures the Revolving Credit Loan Agreement (the "Agreement") of even date establishing a line of credit in the amount of **\$65,000.00** with a term of 60 months, the maturity date of which is **April 1, 2013**.

- B. Borrower wishes to decrease the total amount of indebtedness allowed under the line of credit and the amount secured by the said Modification to **\$43,000.00**, and

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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 **December 1, 2015**, 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 **43,000.00**, 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 decreased to **\$43,000.00**.
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 10<sup>th</sup> year of the term of this mortgage."
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

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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 **December 1, 2015**
- c. The Draw Period is amended to read **through November 2015**.

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.

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: *Deena Davis*

TITLE: *Loan Officer*

BORROWER:

*Thomas J. Fitzgerald*  
Thomas Fitzgerald

*Kathleen C. Fitzgerald*  
Kathleen C. Fitzgerald

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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 **Thomas Fitzgerald and Kathleen C. Fitzgerald**, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 14<sup>th</sup> day of December, 2010 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.

(SEAL) OFFICIAL SEAL  
  JOELLEN J. DAVIS  
  Notary Public - State of Illinois  
  My Commission Expires Mar 13, 2013

Joellen J. Davis  
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 14<sup>th</sup> day of December, 2010 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) OFFICIAL SEAL  
  LINDA M. MANN  
  Notary Public - State of Illinois  
  My Commission Expires Apr 02, 2013

Linda M. Mann  
Notary Public

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## EXHIBIT "A"

### LEGAL DESCRIPTION

**PARCEL 1: THE NORTH 27.75 FEET, OF THE SOUTH 113.95 FEET, OF LOT 1 AS MEASURED ALONG THE MOST WESTERLY LINE THEREOF, IN CHALET GARDENS, UNIT NO. 1, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED, DATED 11/14/62 AND RECORDED 12/19/62 AS DOCUMENT NO. 18678412 MADE BY THE HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 7/19/62 AND KNOWN AS TRUST NO. 30333 AND AS CREATED BY THE DEED, FROM SIMON PORTER AND REVE PORTER TO JACK ZABAN AND ADRIENNE ZABAN, HIS WIFE, DATED 10/24/69, AND RECORDED 10/27/69 AS DOCUMENT NO. 20996738:**

- (A) FOR THE BENEFIT OF PARCEL 1, AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 10 FEET OF LOT 1 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN CHALET GARDENS, UNIT NO. 1 AFORESAID: ALSO THE EAST 10 FEET OF THE WEST 73 FEET, OF LOT 1 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN CHALET GARDENS UNIT NO. 1 AFORESAID: ALSO THE NORTH 15 FEET, OF THE WEST 73 FEET, OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID: ALSO THE SOUTH 82 FEET (EXCEPT THE WEST 93 FEET THEREOF AND EXCEPT THE NORTH 60 FEET, OF THE EAST 20 FEET THEREOF OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID)**
- (B) FOR THE BENEFIT OF PARCEL 1, AURORA SANITARY DISTRICT, FOR THE PARKING OVER AND ACROSS: THE EAST 20 FEET, OF THE WEST 93 FEET, OF THE SOUTH 82 FEET, OF LOT 1 IN CHALET GARDENS, UNIT NO. 1 AFORESAID; ALSO THE EAST 20 FEET OF THE NORTH 60 FEET, OF THE SOUTH 82 FEET, OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID IN COOK COUNTY, ILLINOIS**

**PIN # 05-31-205-061-0000**