



Doc#: 1122849008 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/16/2011 09:49 AM Pg: 1 of 4

THIS DOCUMENT PREPARED BY:
MAIL TO:

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 **30TH** day of **June, 2011** by and between **Patrick O'Toole and Elizabeth O'Toole**, (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 **June 29, 2006** by and between Borrower and Lender, as Mortgagee, recorded on **August 29, 2006** as **Document No. 0624155059**, 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 50 FEET OF LOT 9 AND THE SOUTH 10 FEET OF LOT 8 IN BLOCK 22 IN THE VILLAGE OF WILMETTE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF WILMETTE RESERVATION, ALSO THE NORTH 40 FEET NORTH OF AND ADJOINING THE CENTER LINE ON NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE IN PART OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 05-34-201-007-0000

Address: 718 9th Street, Wilmette, IL 60091

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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 **June 1, 2011**.

B. Borrower wishes to extend the term of the Agreement to a maturity date of **June 1, 2016**, and Lender agrees to this modification with respect to the new term and maturity date.

C. 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 set forth in the Agreement, 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 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."
3. 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 **June 1, 2016**
- c. The Draw Period is amended to read **10 years.**

4. 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: *Deborah Davis*

TITLE: *Loan Officer*

BORROWER:

Patrick O'Toole
Patrick O'Toole

Elizabeth O'Toole
Elizabeth O'Toole

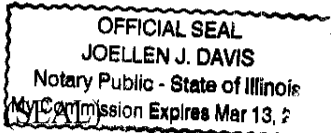
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

ACKNOWLEDGMENT

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Patrick O'Toole and Elizabeth O'Toole**, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 1st day of July, 2011 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.

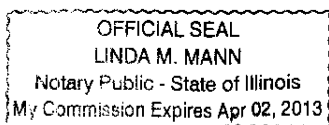


[Signature]
Notary Public

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 1st day of July, 2011 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