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RECORDATION REQUESTED BY:

Meadows Credit Union 3350 Salt Creek Lane Suite 100 Arlington Heights, IL 60005 Doc#: 1208803039 Fee: \$48.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 03/28/2012 11:23 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Spectrum Business Resources 4343 Commerce Court #618 Lisle, IL 60532

SEND TAX NOTICES TO:

David C McKinney
Wendy B. McKinney
4810 Woodcliff Court
Rolling Meadows, IL 57:008

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Meadows Credit Union 3350 Salt Creek Lane Arlington Heights, IL 60005

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 2, 2012, is made and executed between David C McKinney and Wendy B. McKinney; Husband and Wife Not as Joint Tenuncs or Tenants In Common but as Tenants By the Entirety (referred to below as "Grantor") and Meadows Cred 1 Union, whose address is 3350 Salt Creek Lane, Suite 100, Arlington Heights, IL 60005 (referred to below as "Lencer").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 25, 2010 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated March 25, 2010 among David C. McKinney and Wendy B. Inckinney; Husband and Wife Not as Joint Tenants or Tenants in Common but as Tenants By the Entirety (collectively, "Grantor"), and Meadows Credit Union ("Lender"/"Beneficiary") recorded April 23, 2010 in the Office of the Cook County Recorder of Deeds as Document No. 1011312110.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 5 IN OAK VALLEY ESTATES, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 4810 Woodcliff Court, Rolling Meadows, IL 60008. The Real Property tax identification number is 02-34-200-132-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Interior Essentials, LLC ("Prior Borrower") executed a certain Promissory Note in favor of Lender in the principal amount of Three Hundred Eighty-Five Thousand and No/100 Dollars (\$385,000.00) dated July 17, 2007 with an original maturity date of August 1, 2012. Prior Borrower and Lender subsequently executed a Change in Terms Agreement dated July 1, 2008 in favor of Lender in the principal amount of Three Hundred Sixty One Thousand and Five Dollars and 61/100 (\$361,005.66), which modified the interest rate on the original note from 7.5% fixed to 6.5% fixed.

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MODIFICATION OF MORTGAGE (Continued)

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Prior Borrower executed a certain Promissory Note in favor of Lender in the principal amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) dated July 17, 2007 that had an Original Maturity Date of September 30, 2008. Prior Borrower and Lender subsequently executed a renewal/replacement Promissory Note in favor of Lender in the principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) with a new Maturity Date of June 30, 2009. Prior Borrower and Lender subsequently executed a renewal/replacement Promissory Note in favor of Lender in the principal amount of One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00) with a new Maturity Date of January 31, 2010. Prior Borrower and Lender subsequently executed a renewal/replacement Promissory Note in favor of Lender in the principal amount of One Hundred Seventy Thousand and No/100 Dollars (\$170,000.00) with a new Maturity Date of April 1, 2011. Prior Borrower and Lender subsequently executed a Change in Terms Agreement dated April 1, 2011, in the principal amount of One Hundred Fifty-four Thousand Three Hundred Sixty-One and 61/100 Dollars (\$154,361.60), which extended the maturity date of the Note to April 1, 2012.

Each of the aforesaid Notes are secured by the Mortgage dated July 17, 2007 among David C. McKinney and Wendy B. McKinney; Husband and Wife Not as Joint Tenants or Tenants in Common but as Tenants By the Entirety and Lender recorded August 30, 2007 in the Office of the Cook County Recorder of Deeds as Document No. 0724217049 and by the Mortgage dated March 25, 2010 among David C. McKinney and Wendy B. McKinney; Husband and Wife Not as Joint Tenants or Tenants in Common but as Tenants By the Entirety and Lender recorded f pril 23, 2010 in the Office of the Cook County Recorder of Deeds as Document No. 1011312110.

Prior Borrower and Lender have agreed to convert the two above described loans into two term loans to David C. McKinney and James J. DeCorrevant, (collectively as "Borrower") as of March 2, 2012 and to replace the above described promissory notes with the following described Notes. Nothing herein shall be deemed a release or cancellation of the above described loans to Prior Borrower. Accordingly, the following definition in the DEFINITIONS section of the Mortgage is hereby modified and/or otherwise amended so as to provide as follows:

Note. The word "Note" means the two Promissory Notes from David C. McKinney and James J. DeCorrevant to Lender dated March 2, 2012. The first evidences a certain term loan in the original principal amount of Three Hundred Eleven Thousand Six Hundred and Four and 90/100 Dollars (\$311,604.00) with interest at 5.0% fixed and payable in 35 regular payments of \$1680.45 each and one final payment estimated at \$297,895.84 on February 5, 2015. The maturity date of the Note is February 5, 2015. In addition, the second note evidences a certain term loan in the original principal amount of One Hundred Eight Thousand and 00/100 (\$108,000.00) with interest at 4.175% fixed and payable in 59 regular payments of \$2000.00 each and one final payment estimated at \$1614.11 on recordary 5, 2017. The maturity date of the Note is February 5, 2017.

The above described notes are an assumption of, and replace, the prior notes owing to Lender from Interior Essentials, LLC.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the

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MODIFICATION OF MORTGAGE (Continued)

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representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 2, 2012.

GRANTOR:

David C McKinney

Wendy B. McKinney

LENDER:

MEADOWS CREDIT UNION

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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,		
IN	DIVIDUAL ACKNOWLEDGMENT	
STATE OF)	
COUNTY OF) SS)	
On this day before me, the undersign McKinney, Husband and Wife , to	ned Notary Public, personally appeared David me known to be the individuals described wledged that they signed the Modification as therein mentioned.	d in and who executed the their free and voluntary act
Given under my hand and official seal	this day of Mana	<u></u>
By Jochelle Schetten	therein mentioned. this day of	Jarquerite Park Kin
My commission expires ROCHE	FICIAL SEA	
	LENDER ACKNOWLEDGMENT	
STATE OF COUNTY OF COAK		
COUNTY OF COOK		
acknowledged said instrument to be authorized by Meadows Credit Union	and known to me to be lows Credit Union that executed the within a the free and voluntary act and deed of the through its board of directors or otherwise d that he or she is authorized to execute this	nd foregoing instrument and feadows Credit Union, duly , for the uses and purposes
By Risa Mugh	Residing at <u>(A)</u>	lathe Hels. K.
Notary Public in and for the State of _ My commission expires	5 12014 Official S Risa J Mu Notary Public Sta My Commission Exp	orphy ate of Illinois bires 08/25/2014

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MODIFICATION OF MORTGAGE (Continued)

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