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THIS DOCUMENT PREPARED BY: MAIL TO:

New Tricr Federal Credit Union 642 Green Bay Rd. Kenilworth, IL 60043



Doc#: 1310755025 Fee: \$44.00 RHSP Fee: \$10.00 Affidavit Fee:

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 04/17/2013 10:07 AM Pg: 1 of 4

#### MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this 28th day of March 2013 by and between James B. Yarnell and Nancy L. Stewart (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 Mor gage (the "Mortgage") dated April 18, 2003 by and between Borrower and Lender, as Mortgagee, recorded on May 7, 2003 as Document No. 0312711151, modified and recorded June 26, 2008, as Document Number 0817855030, respectively, 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:

LOT 10 IN BLOCK 2 IN MURRAY AND GREY'S SUBDIVISION OF THE NORTH 1/5 OF THE SOUTH 5/9 OF THE SOUTHWEST ¼ OF (13/1E SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 1<del>0</del>-24-421-021-0000

Address:

1615 Keeney, Evanston, IL 60202

Accom

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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 \$30,000.00 with a term of 60 months, the maturity date of which us March 1, 2013.

- B. Borrower wishes to extend the term of the Agreement to a maturity date of

  March 1, 2018, 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 to the 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 15<sup>th</sup> 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.

- The Maturity Date is amended to read March 1, 2018 b.
- The Draw Period is amended to read 15 years. c.
- 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. of Colling Clarks Office

LENDER:

NEW TRIER FEDERAL CREDIT UNION Incorporated by an Act of Congress

TITLE: Low Officer

BORROWER:

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STATE OF ILLINOIS	) ) SS			
COUNTY OF COOK	)			
	<u>ACK</u>	KNOWLEDGMENI	<u>r</u>	
HEREBY CERTIFY THAT to be the same Person(s) where me this	T James B. Y hose name(s) day of/ gned, sealed a	Yarnell and Nancy I are subscribed to the Machinel and delivered the said	ounty, in the State aforesaid, DO L. Stewart, personally known to e foregoing instrument, appeared, 2013 in Person and I instrument as their free and	me
OFFICIAL SEAL JOELLEN 1 DAVIS Notery Public State of Illinois (SEMY Commission Expires Mar 13, 2	s 2015	Notary I	Tean Dair	
STATE OF ILLINOIS COUNTY OF COOK	) ) )	Coll		
I, the undersigned, a Notar CERTIFY THAT Joellen J	J. Davis, perso DIT UNIQN	onally known to me	n the State aforesaid, DO HERE  to be the Loan Officer of NEW  nn Act of Congress, appeared be, 2013 and acknowledged that	fore
executed and delivered the FEDERAL CREDIT UN	e foregoing in (ION, and that	astrument as the free a	and voluntary act of NEW TRI en duly authorized by the said NI	ER
TRIER FEDERAL CRE	DII UNIUN	Notary Public	M. Manie)	
(SEAL)  OFFICIAL S LINDA M. M Notary Public Sta My Commission Expire	IANN ate of Illinois			