

UNOFFICIAL COPY

RECORDING REQUESTED BY
PNC BANK, N.A., as successor by merger
to National City Bank
WHEN RECORDED MAIL TO:

PNC Bank, N.A.
Request ID: 0117-130201-020
ATTN: Kelly Clemenich
6750 Miller Rd. M.S. BR-YB58-01-B
Brecksville, OH 44111

1341813 1/2 MODIFICATION OF AGREEMENT

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

THIS MODIFICATION AGREEMENT ("Agreement") made this 04/03/2013 by and between PNC Bank, N.A., as successor by merger to National City Bank ("Lender") and JOSEPH M CODY, ("Borrower") who previously executed a revolving Credit Agreement ("Credit Agreement") dated 03/03/2008 with a credit limit in the amount of \$226,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated _____, for the use and benefit of Lender, which was recorded on 03/27/2008, in Book _____, on Page _____, as Instrument no. 0808712089 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 thereto, as follows:

To change the Borrower's credit limit under the above reference Credit Agreement from \$226,000.00 to \$115,000.00.

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 Agreement, Lender is in no way obligated to grant subsequent extensions or 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 is a modification of the Credit Agreement and Security Agreement only and not a novation. 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 Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this 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.

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

This Agreement is effective as of the date first written above.

Old Republic National Title Insurance Company
20 South Clark Street
Suite 2000
Chicago, IL 60603

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

Signed and Acknowledged this third day of April, 2013

BY: Kelly Clemenich

Name: Kelly Clemenich

Title: Assistant Vice President

JOSEPH M CODY

WITNESS:

Print Name: Don Clevenger

WITNESS:

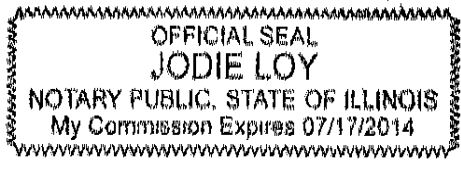
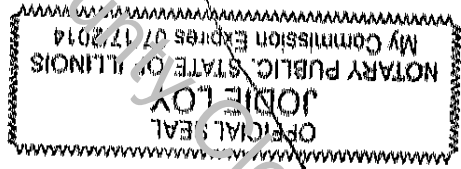
Print Name: Anthony Lewis

STATE OF IL) SS
COUNTY OF: COOK)

On 4-15-13 before me Jodie Loy the undersigned, a Notary Public in and for said state personally appeared, JOSEPH M CODY, 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 Public in and for said County and State

NOTARY STAMP OR SEAL



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State of Ohio
County of Cuyahoga

)
) ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 3 day of April, 2013 personally appeared Kelly Clemenich as Assistant Vice President of PNC Bank, N.A. and acknowledged the execution of the foregoing Agreement.

Holly G. T. Wagner
Notary Public:
My Commission Expires:
County Of Residence:

HOLLY G. T. MAGNER, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires March 1, 2014

This instrument prepared by Richard Short, PNC Bank, N.A.

Please return to: PNC Bank, N.A.
Lending Services
ATTN: Kelly Clemenich
5750 Miller Rd. M.S. BR-YB58-01-B
Erecksville, OH 44141

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LEGAL DESCRIPTION

PARCEL 1:

THE WEST 17.92 FEET OF THE EAST 53.38 FEET OF LOT 7 IN WELLINGTON PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1999 AS DOCUMENT NUMBER 009079864, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS FOR WELLINGTON PARK HOMEOWNERS ASSOCIATION RECORDED DECEMBER 11, 2000 AS DOCUMENT NUMBER 00970524.

Address commonly known as:

1739 West George Street
Chicago, IL 60657

PIN#:

14-30-223-085-022

Property of Cook County Clerk's Office