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**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:**



Doc#: 1428139050 Fee: \$46.25
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/08/2014 09:42 AM Pg: 1 of 4

Cole Taylor Bank
Loan Services
9550 W. Higgins Road
8th floor
Rosemont, Illinois 60018

THE ABOVE SPACE IS RESERVED FOR RECORDER'S USE ONLY

MORTGAGE MODIFICATION AGREEMENT

This **MORTGAGE MODIFICATION AGREEMENT** (this "**Modification**") is made as of July 2, 2014 (the "**Effective Date**" regardless of the date this Modification was actually executed by the parties) by and among COLE TAYLOR BANK, whose address is 9550 West Higgins Road (8th Floor), Rosemont, Illinois 60018 ("**Lender**") and Mae M. Neuendank ("**Grantor**").

Mortgage. Grantor entered into that certain Mortgage with Lender dated January 2, 2004 ("**Mortgage**") recorded in Cook County, State of Illinois on January 20, 2004 as Document Number 0402029121.

Real Property Description. The Mortgage covers the following described real property (the "**Real Property**") located in Cook County, State of Illinois:

LOT 1 IN JOSEPH L, MURPHY'S SUBDIVISION OF THE WEST 1 ACRE OF THE SOUTH 10 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JULY 15, 1971 AS DOCUMENT NUMBER 21546995 IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as: 3755 Grove Street, Skokie, IL 60076.

The Real Property tax identification number is: 10-14-304-063.

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

S _____
S _____
S _____
M _____
SC _____
E _____
NT _____

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(a) Grantor acknowledges and agrees that, notwithstanding anything to the contrary in the Mortgage, Lender is no longer obligated to advance any funds to Grantor under the Credit Agreement;

(b) The definition of Credit Agreement is hereby modified to mean that certain Promissory Note executed by Grantor in favor of Lender dated as of the Effective Date in the principal amount of \$243,481.12, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note ("**Replacement Note**"). The Replacement Note has a maturity date of July 2, 2016 and bears a fixed interest rate of 4.00% calculated as set forth therein, as such maturity date and interest rate may be further amended, modified or renewed from time to time in accordance with the terms thereof;

(c) Grantor agrees and acknowledges that the Replacement Note is a restatement, replacement and substitute for, but not a repayment of, that certain credit agreement dated January 2, 2004 with a credit limit of \$246,500.00 from Grantor to Lender as described in the Mortgage (the "**Prior Note**"), and that the indebtedness evidenced by the Prior Note is continuing indebtedness evidenced by the Replacement Note, and nothing contained in the Replacement Note shall be deemed to constitute a repayment, settlement or novation of the Prior Note, or to release or otherwise adversely affect the Mortgage or any other lien, mortgage or security interest securing such indebtedness or any rights of Lender against any guarantor, surety or other party primarily or secondarily liable for such indebtedness. Grantor agrees and acknowledges that the Replacement Note evidences Indebtedness which is continuing and is secured by the Mortgage.

(d) The Mortgage shall secure any and all renewals, or extensions of the whole or any part of the Indebtedness thereby secured however evidenced, with interest at such lawful rates as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of the Mortgage, nor release Grantor from personal liability for the Indebtedness secured thereby.

Effectiveness of this Agreement. This Modification shall not be effective until this Modification is executed and accepted by Lender.

Capitalized terms. All capitalized terms used but not defined herein shall have the same meaning as each has in the Mortgage.

Full Force and Effect. The Replacement Note, the Mortgage and all other Related Documents executed and delivered in connection with the loan evidenced by the Replacement Note shall remain in full force and effect, except as expressly modified by this Modification.

Successors and Assigns. This Modification shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.

[signature page follows]

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The parties have executed this Modification as of the date set forth above.

GRANTOR:

Mae M. Neuendank
Mae M. Neuendank

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27th day of August, 2014, before me, the undersigned Notary Public, personally appeared Mae M. Neuendank, individually, and known to me to be the same person who executed this Modification and acknowledged the Modification to be her free and voluntary act for the uses and purposes therein set forth.



A. Rangconwala
NOTARY PUBLIC
My Commission Expires:
12.15.2014

Cook County Clerk's Office

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LENDER:

COLE TAYLOR BANK

By: Julie A. Leberz
Name: Julie A. Leberz
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24 day of August, 2014, before me, the undersigned Notary Public, personally appeared Julie Leberz, Vice President of COLE TAYLOR BANK (the "Bank"), and known to me to be Vice President of the Bank that executed this Modification and acknowledged the Modification to be the free and voluntary act and deed of the Bank, by authority of its Board of Directors, for the uses and purposes therein set forth.

S Magdaleno
NOTARY PUBLIC

My Commission Expires:
12-17-15

