

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

OLD PLANK TRAIL  
COMMUNITY BANK, NA  
First National Bank of Illinois a  
Branch of Old Plank Trail  
Community Bank, NA  
3256 Ridge Road  
Lansing, IL 60438



Doc#: 1434408187 Fee: \$44.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/10/2014 11:25 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

OLD PLANK TRAIL  
COMMUNITY BANK, NA  
First National Bank of Illinois a  
Branch of Old Plank Trail  
Community Bank, NA  
3256 Ridge Road  
Lansing, IL 60438

**SEND TAX NOTICES TO:**

OLD PLANK TRAIL  
COMMUNITY BANK, NA  
First National Bank of Illinois a  
Branch of Old Plank Trail  
Community Bank, NA  
3256 Ridge Road  
Lansing, IL 60438

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Candi Eartly Pesavento, Loan Administration Officer  
OLD PLANK TRAIL COMMUNITY BANK, NA  
3256 Ridge Road  
Lansing, IL 60438

File 0009249  
FIDELITY NATIONAL TITLE

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 7, 2014, is made and executed between Judith L. Underwood and Jeremy B. Underwood, Husband and wife, as joint tenants (referred to below as "Grantor") and OLD PLANK TRAIL COMMUNITY BANK, NA, whose address is 3256 Ridge Road, Lansing, IL 60438 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 8, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 12, 2007 in Cook County Recorder of Deed's Office as Document #006.

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

Lot 9379 in Indian Hill Subdivision Unit Number 9, being a Subdivision of the East Half of the Northwest Quarter of Section 31, Township 35 North, Range 15 East of the Third Principal Meridian, also the Northwest Quarter of the Northeast Quarter of Section 31, Township 35 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 3147 224th St, Sauk Village, IL 60411-5839. The

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## MODIFICATION OF MORTGAGE (Continued)

Real Property tax identification number is 33-31-203-001-0000.

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

**The Maximum Lien provision of said Mortgage shall be amended and restated as follows:**

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$24,923.47.

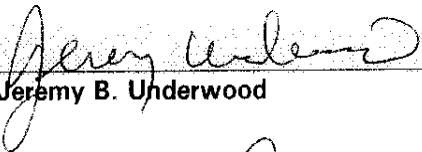
The definition of "Credit Agreement" is hereby amended and restated as follows:

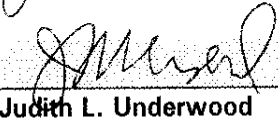
Credit Agreement. The word "Credit Agreement" means that certain Credit Agreement and Disclosure dated November 8, 2007 between Borrower and Lender in the original principal amount of \$25,000.00 replaced and restated by that certain Change in Terms Agreement dated November 7, 2014 in the original principal amount of \$24,923.47 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

**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 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 NOVEMBER 7, 2014.**

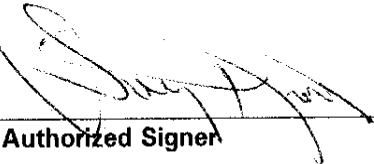
**GRANTOR:**

X   
Jeremy B. Underwood

X   
Judith L. Underwood

**LENDER:**

**OLD PLANK TRAIL COMMUNITY BANK, NA**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Jeremy B. Underwood and Judith L. Underwood**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of November, 2014.

By Katherine Rhodes Residing at Lansing, IL.

Notary Public in and for the State of Illinois

My commission expires 11-5-2017

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 14<sup>th</sup> day of November, 2014 before me, the undersigned Notary Public, personally appeared Jeremy Underwood and known to me to be the Best Vice Pres., authorized agent for **OLD PLANK TRAIL COMMUNITY BANK, NA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **OLD PLANK TRAIL COMMUNITY BANK, NA**, duly authorized by **OLD PLANK TRAIL COMMUNITY BANK, NA** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **OLD PLANK TRAIL COMMUNITY BANK, NA**.

By Katherine Rhodes Residing at Lansing, IL.

Notary Public in and for the State of Illinois

My commission expires 11-5-2017

