**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

WHEN RECORDED MAIL TO: OLD PLANK TRAIL COMMUNITY BANK 20012 S. Wen BJ Mokena, IL 604 48

SEND TAX NOTICES TO:

Edward J. Schuch, Sr. and Theresa M. Schuch Land Trust Dated November 9, 2006 and Known as Trust Number 110-11-06 3319 192nd Place Lansing, IL 60438-3870

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Candi Eartly Pesavento, Loan Administration Officer OLD PLANK TRAIL COMMUNITY BANK, NA 280 Veterans Pkwy New Lenox, IL 60451

#### **MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 20, 2015, is made and executed between Edward J. Schuch, Sr, as Trustee Under the Edward J. Schuch Sr and Theresa M. Schuch Land Trust Dated November 9, 2006 and Known as Trust Number 110-11-06 (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 February 25, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on 4/24/2008 in the Cook County Recorder of Deed's Office as Document Number 0811549039.

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

Lot 33 in Ridgebrook Subdivision, Al and Esther Santefort Memorial Subdivision, being a Subdivision of part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, 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 3319 192nd Place, Lansing, IL 60438-3870. The Real Property tax identification number is 33-05-315-012-0000.

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

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

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The definition of "Grantor" is amended and restated as follows:

**Grantor.** The word "Grantor" is changed from EDWARD J. SCHUCH SR. AND THERESA M. SCHUCH, NOW DECEASED, AS TRUSTEE UNDER THE EDWARD J. SCHUCH SR. & THERESA M. SCHUCH LAND TRUST DATED NOVEMBER 9,2006 AND KNOWN AS TRUST #110-11-06 to EDWARD J. SCHUCH SR, AS TRUSTEE UNDER THE EDWARD J. SCHUCH SR AND THERESA M. SCHUCH LAND TRUST DATED NOVEMBER 9, 2006 AND KNOWN AS TRUST NUMBER 110-11-06

Effective January 20, 2015 the interest rate of the Credit Agreement and Disclosure will change from Wall Street Journal Prime Rate minus 0.5%, floating, with no floor, ceiling of 21% to a fixed interest rate of 2%.

Borrower is currently making monthly interest only payments. Effective January 20, 2015, Borrower will pay regular principal and interest payments in the amount of \$92.42 beginning February 20, 2015 and all subsequent payments in the same day of each month after that.

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

Credit Agreement. The word 'Credit Agreement" means that certain Credit Agreement and Disclosure dated February 25, 2008 between Borrower and Lender in the original principal amount of \$25,000.00 replaced and restated by that certain Change in Terms Agreement dated January 20, 2015 in the original principal amount of \$25,000.00 from For ower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement.

The Maximum Lien provision of said Mortgago 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 Nortgage, exceed \$25,000.00

The paragraph titled "Revolving Line of Credit" is hereby deleted in its entirety.

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 signify, 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.

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## **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 20, 2015.

**GRANTOR:** 

EDWARD J. SCHUCH, SR. AND THERESA M. SCHUCH LAND TRUST DATED NOVEMBER 9, 2006 AND KNOWN AS TRUST NUMBER 110-11-06

By:

Edward J. Schuch, Sr.

LENDER:

**OLD PLANK TRAIL COMMUNITY BANK, NA** 

APTHERING RAY

Authorized Signer

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## UNOFFICIAL COPY MODIFICATION OF MORTGAGE

(Continued)

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TRUST ACKNOWLEDGMENT		
STATE OF Allenois	)	£.
COUNTY OF Cook	) SS )	
On this	e 9, 2006 and Known as True trust that executed the Matery act and deed of the true uses and purposes there fication and in fact execute	ist Number 110-11-06, and lodification of Mortgage and ust, by authority set forth in ein mentioned, and on oath dithe Modification on behalf
By Stherene Shoars  Notary Public in and for the State of Ullinois  My commission expires //-5-/7	KATHERII NOTARY PUBLIC	IAL SEAL NE RHODES STATE OF ILLINOIS
	My Commission	Expires 11/05/2017

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### **UNOFFICIAL COPY**

## MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT		
STATE OF Allinois	<b>)</b>	
0 -	) SS	
COUNTY OF Look	)	
On this day of Anicas	and known to me to be the destructions	
Pres , authorized agent for OLD PLANK TRA	IL COMMUNITY BANK, NA that executed the within and ument to be the free and voluntary act and deed of OLE	
	thorized by OLD PLANK TRAIL COMMUNITY BANK, NA	
	e uses and purposes therein mentioned, and on oath stated	
	strument and in fact executed this said instrument on behal	
of OLD PLANK TRAIL COMMUNITY BANK, NA.		

Notary Public in and for the State of <u>Ollans</u>

By Hatherine Phodes

My commission expires 1/-5-2017

OFFICIAL SEAL
KATHERINE RHODES
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/05/2017

Residing at Kansung Il

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