

**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 - New Lenox  
Attn: Lending Administration  
280 Veterans Parkway  
New Lenox, IL 60451**

**SEND TAX NOTICES TO:**

**Kevin J. Benson  
1033 Burnham Avenue, #301  
Calumet City, IL 60409**

**FOR RECORDER'S USE ONLY**

032054654

**This Modification of Mortgage prepared by:**

**Robin Urbanowski, Loan Administration Specialist  
OLD PLANK TRAIL COMMUNITY BANK, NA  
280 Veterans Parkway  
New Lenox, IL 60451**

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE dated March 10, 2015, is made and executed between Kevin J. Benson, an Unmarried Man (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 March 11, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:**

**Recorded on April 8, 2008 in Cook County Recorder of Deeds office as Document No. 0203909035.**

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

**UNIT NO. NW 301 NO. 1033 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL 1): THAT PART OF THE WEST 15 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF CHICAGO AND MICHIGAN CITY ROAD AND BURNHAM AVENUE, THENCE SOUTH IN THE CENTER LINE OF SAID BURNHAM AVENUE 360 FEET TO A POINT, THENCE EAST 296.76 FEET TO A POINT; THENCE NORTH 227.2 FEET TO A POINT IN THE CENTER LINE OF SAID CHICAGO, AND MICHIGAN CITY ROAD; THENCE NORTHWESTERLY IN THE CENTER LINE OF SAID CHICAGO AND MICHIGAN CITY ROAD 325.25 FEET TO THE POINT OF BEGINNING IN CALUMET CITY COOK COUNTY, ILLINOIS, ALSO LOT 1 IN BLOCK 1 IN FOREST RIDGE ADDITION TO CALUMET CITY, A SUBDIVISION OF THE WEST 3/8 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE CENTER LINE OF CHICAGO AND MICHIGAN CITY ROAD, IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 15 EAST OF**

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THE THIRD PRINCIPAL MERIDIAN, A SURVEY OF SAID PARCEL IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENTS DATED MARCH 24, 1972, AND KNOWN AS TRUST NOS. 3738, 3739, 3740, 3741, 3742 AND 3743 AND BY STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 11, 1972 AND KNOWN AS TRUST NO. 3813 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22238803; AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS LR 2678114; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.) PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND AS DELINEATED ON SURVEY ATTACHED THERETO AS EXHIBIT "A" DATED JANUARY 18, 1973 AND RECORDED MARCH 5, 1973 AS DOCUMENT 22 228 803 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES MARCH 5, 1973 AS LR DOCUMENT 26 73 114 AND AS CREATED BY DEED FROM STANDARD BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 24, 1972 AND KNOWN AS TRUST NOS. 3738, 3739, 3740, 3741, 3742 AND 3743 AND STANDARD BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 11, 1972 AND KNOWN AS TRUST NO. 3813, TO ROMAINE OLSZEWSKI DATED OCTOBER 3, 1974 RECORDED ON APRIL 24, 1975 AS DOCUMENT 23060263 AND FILED ON APRIL 24, 1975 AS DOCUMENT LR 2804292 FOR PARKING PURPOSES OVER PARKING AREA NO. 35.

The Real Property or its address is commonly known as 1033 Burnham Avenue, #301, Calumet City, IL 60409. The Real Property tax identification number is 30-17-314-035-1045.

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

**Effective March 10, 2015, the interest rate of the Credit Agreement and Disclosure will change from Wall Street Journal Prime Rate minus 0.50%, floating, with a 4.50% floor, ceiling of 21% to a fixed interest rate of 2.75%.**

Borrower is currently making monthly interest only payments. Effective March 10, 2015, Borrower will pay regular principal and interest payments in the amount of \$166.72 beginning April 10, 2015 and all subsequent payments to be due on 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 March 11, 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 March 10, 2015 in the original principal amount of \$17,470.97 from Borrower 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 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 \$17,470.97.

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 sign this Modification,

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## MODIFICATION OF MORTGAGE (Continued)

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 MARCH 10, 2015.**

GRANTOR:

X Kevin J. Benson 4/31/15  
Kevin J. Benson

LENDER:

OLD PLANK TRAIL COMMUNITY BANK, N.A.

X [Signature]  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

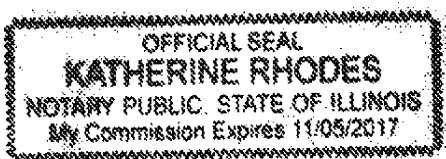
On this day before me, the undersigned Notary Public, personally appeared Kevin J. Benson, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of April, 2015.

By Katherine Rhodes Residing at Pelham Hills

Notary Public in and for the State of Illinois

My commission expires 11-5-17



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 30<sup>th</sup> day of April, 2015 before me, the undersigned Notary Public, personally appeared Gary Potter and known to me to be the AOB, 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 Palau Hills

Notary Public in and for the State of Illinois

My commission expires 11-5-17

