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Illinois Anti-Predatory Lending Database Program

Doc#. 1534246030 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/08/2015 08:58 AM Pg: 1 of 6

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 05-31-205-061-0000

Address:

Street: 3131 Lake Avenue

Street line 2:

City: Wilmette

State: IL

ZIP Code: 60091

Lender: Partnership Financial Credit Union

Borrower: Thomas/Kathleen Fitzgerald

Loan / Mortgage Amount: \$43,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 63E3AE38-01E4-4A1A-BB4D-E1EA75546309

Execution date: 11/24/2015

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THIS DOCUMENT PREPARED BY:
MAIL TO:

Partnership Financial Credit Union
642 Green Bay Rd.
Kenilworth, IL 60043
NMLS# 409351

MODIFICATION OF REVOLVING CREDIT LOAN AGREEMENT AND MORTGAGE

This modification of Revolving Credit Loan Agreement and Mortgage (the "Modification") is made this **24th** day of **November 2015** by and between **Thomas Fitzgerald and Kathleen C. Fitzgerald** (the "Borrower") and **PARTNERSHIP FINANCIAL CREDIT UNION**, formerly known as New Trier Federal Credit Union (the "lender"), with reference to the following facts:

- A. By that certain Mortgage (the "Mortgage") dated **April 17, 2008** by and between Borrower and Lender, as Mortgagee, recorded on **June 26, 2008** as **Document No. 0817855027**, with the Recorder of Deeds of Cook County, Illinois, modified and recorded **January 12, 2011** as **Document 1101255005**, the Borrower mortgaged to Lender that certain real property located in **Cook** County, Illinois legally described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Address: 3131 Lake Avenue, Wilmette, IL 60091

The Mortgage secures the Revolving Credit Loan Agreement (the "Agreement") of even date establishing a line of credit in the amount of **\$43,000.00**, with a term of 60 months, the maturity date of which is **December 1, 2015**.

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- B. Borrower wishes to extend the term of the Agreement to a maturity date of **November 1, 2020**, and Lender agrees to this modification with respect to the new term and maturity date.
- C. The Agreement and Mortgage are hereby modified and amended as follows:
1. The grant set forth in the Mortgage is made for the purpose of securing, and shall secure payment of the Agreement with interest thereon, according to its terms, per the credit limit set forth in the Agreement, as well as payment by Borrower of all sums due and owing under and performance of all obligations set forth in the Agreement and this Modification, and satisfaction and performance by Borrower of each and every obligation of Borrower set forth in the Agreement, Mortgage or this Modification.
 2. The last full sentence in Covenant 23 (**Future Advances**) of the Mortgage is hereby amended to read: "However, no advances will be made beyond the 15th year of the term of this mortgage."
 3. The Agreement is hereby modified as follows:
 - a. The section titled PRINCIPAL REDUCTION shall read "during the draw period the minimum payment may not fully repay the principal that is outstanding on your line, depending on when you take your draws, even though the term of this loan is 180 months and the amortization is based on a 180-month payback.
 - b. The Maturity Date is amended to read **November 1, 2020**.
 - c. The Draw Period is amended to read **15 years**.

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- 4. All other terms, except as modified and amended by this Modification, are confirmed and ratified and all provisions thereof in the Agreement and Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Revolving Credit Loan Agreement and Mortgage on the date first set forth above.

LENDER:

PARTNERSHIP FINANCIAL CREDIT UNION
 Formerly known as New Trier Federal Union

BY: *[Signature]*
 NMLS# 407518

TITLE: *Vice President*

BORROWER:

[Signature]
Thomas Fitzgerald

[Signature]
Kathleen C. Fitzgerald

Property of Cook County Clerk's Office

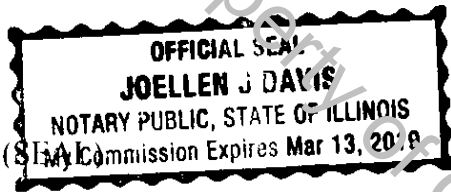
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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

ACKNOWLEDGMENT

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Thomas Fitzgerald and Kathleen C. Fitzgerald**, personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 24th day of November 2015 in Person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.



Joellen J. Davis

 Notary Public

Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THE NORTH 27.75 FEET, OF THE SOUTH 113.95 FEET, OF LOT 1 AS MEASURED ALONG THE MOST WESTERLY LINE THEREOF, IN CHALET GARDENS, UNIT NO. 1, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED, DATED 11/14/62 AND RECORDED 12/19/62 AS DOCUMENT NO. 18678412 MADE BY THE HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 7/19/62 AND KNOWN AS TRUST NO. 30333 AND AS CREATED BY THE DEED, FROM SIMON PORTER AND REVE PORTER TO JACK ZABAN AND ADRIENNE ZABAN, HIS WIFE, DATED 10/24/69, AND RECORDED 10/27/69 AS DOCUMENT NO. 20996738:

- (A) FOR THE BENEFIT OF PARCEL 1, AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 10 FEET OF LOT 1 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN CHALET GARDENS, UNIT NO. 1 AFORESAID: ALSO THE EAST 10 FEET OF THE WEST 73 FEET OF LOT 1 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN CHALET GARDENS UNIT NO. 1 AFORESAID: ALSO THE NORTH 15 FEET, OF THE WEST 73 FEET, OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID: ALSO THE SOUTH 82 FEET (EXCEPT THE WEST 93 FEET THEREOF AND EXCEPT THE NORTH 60 FEET, OF THE EAST 20 FEET THEREOF OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID)**
- (B) FOR THE BENEFIT OF PARCEL 1, AURORA SANITARY DISTRICT, FOR THE PARKING OVER AND ACROSS: THE EAST 20 FEET, OF THE WEST 93 FEET, OF THE SOUTH 82 FEET, OF LOT 1 IN CHALET GARDENS, UNIT NO. 1 AFORESAID; ALSO THE EAST 20 FEET OF THE NORTH 60 FEET, OF THE SOUTH 82 FEET, OF LOT 1 IN CHALET GARDENS UNIT NO. 1 AFORESAID IN COOK COUNTY, ILLINOIS**

PIN # 05-31-205-061-0000