

UNOFFICIAL COPY

Doc#: 1600650074 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/06/2016 09:03 AM Pg: 1 of 4

This Document Prepared By:
DAVID J WANEK
WEST SUBURBAN BANK
101 N. LAKE STREET
AURORA, IL 60506

After Recording Return To:
WEST SUBURBAN BANK
101 N. LAKE STREET
AURORA, IL 60506
ATTN: David J WaneK
4253002741

Space Above This Line For Recording Data

Loan No. XXXXX94900

MODIFICATION AGREEMENT

THIS AGREEMENT, made this DECEMBER 11, 2015, by and between ADAM R COHEN AND LISA A COHEN, (hereinafter referred to as "Mortgagor"), and WEST SUBURBAN BANK, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor heretofore executed a certain MORTGAGE (hereinafter referred to as "Mortgage") dated DECEMBER 15, 2005 which was recorded on JANUARY 13, 2006 in the Office of the Recorder of Deeds of COOK COUNTY as document number 0601333118 and modified according to the terms of a MODIFICATION AGREEMENT dated MARCH 15, 2010 and recorded APRIL 16, 2010 as document 1010626022 encumbering certain premises as described in Exhibit 'A' attached hereto and which said Mortgage was given to secure a certain Home Equity Line of Credit Agreement and Disclosure Statement (hereinafter referred to as "Note") executed by ADAM R COHEN AND LISA A COHEN, (hereinafter known as "Borrowers") dated DECEMBER 15, 2005 in the original amount of TWO HUNDRED SEVENTY-FOUR THOUSAND DOLLARS AND 00/100 (\$274,000.00); and

WHEREAS, said Mortgage securing said Note is a valid and subsisting lien on the premises described in the Mortgage for the principal balance from time to time due and owing on said Home Equity Line of Credit Agreement and Disclosure; and

WHEREAS, said Note is owned by Mortgagee and, by its terms, is due and owing on DECEMBER 15, 2015; and

WHEREAS, the premises in said Mortgage described are still owned by the mortgagor; and

WHEREAS, the parties hereto have agreed upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows (notwithstanding anything to the contrary contained in the Note or Mortgage):

1. ADAM R COHEN AND LISA A COHEN have agreed to guarantee the terms of this Modification Agreement.

UNOFFICIAL COPY

2. That as of the date hereof, the unpaid principal balance of said indebtedness is ONE HUNDRED TWENTY-NINE THOUSAND TEN DOLLARS AND 46/100 (\$129,010.46).
3. The maturity date of this loan is extended from DECEMBER 15, 2015 to MARCH 15, 2016.
4. That all the provisions, stipulations, powers and covenants contained in the mortgage and note shall stand and remain unchanged and in full force and effect for and during said modification period, except only as they are herein and hereby specifically varied or amended.
5. That all provisions hereof shall be binding and obligatory upon, and inure to the benefit of, the respective heirs, executors, administrators, legal representatives, successors, vendors, grantees and assigns of the parties hereto.

BORROWER and MORTGAGOR

By: Adam R Cohen
Adam R Cohen

By: _____
Lisa A Cohen

WEST SUBURBAN BANK - MORTGAGEE

BY: David J Wanek VP
DAVID J WANEK, VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ADAM R COHEN AND LISA A COHEN, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for uses and purposes herein set forth.

Given under my official seal, this 16 day of December, 2015.

C R Rice
NOTARY PUBLIC

My Commission Expires: 6 Sept 2017



UNOFFICIAL COPY

2. That as of the date hereof, the unpaid principal balance of said indebtedness is ONE HUNDRED TWENTY-NINE THOUSAND TEN DOLLARS AND 46/100 (\$129,010.46).
3. The maturity date of this loan is extended from DECEMBER 15, 2015 to MARCH 15, 2016.
4. That all the provisions, stipulations, powers and covenants contained in the mortgage and note shall stand and remain unchanged and in full force and effect for and during said modification period, except only as they are herein and hereby specifically varied or amended.
5. That all provisions hereof shall be binding and obligatory upon, and inure to the benefit of, the respective heirs, executors, administrators, legal representatives, successors, vendors, grantees and assigns of the parties hereto.

BORROWER and MORTGAGOR

By: _____
Adam R Cohen

By: Lisa A Cohen
Lisa A Cohen

WEST SUBURBAN BANK - MORTGAGEE

BY: David Waneck, VP
DAVID J WANEK, VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ADAM R COHEN AND LISA A COHEN, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for uses and purposes herein set forth.

Given under my official seal, this 17 day of December, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6 September 2017



UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF KANE

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that DAVID J WANKE, personally known to me to be the VICE PRESIDENT of WEST SUBURBAN BANK, a corporation, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of December, 2015.

Barbara E Lacy
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

LOT 22 IN SMITH AND DAWSON'S SUNNY ACRES BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4) OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COMMON ADDRESS: 4079 PAMELLA LN, NORTHBROOK, IL 60062

PIN: 04-06-106-005-0000