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RECORDATION REQUESTED BY:

THE LEADERS BANK
Oak Brook
2001 York Road
Oak Brook, IL 60523



Doc#: 1605729099 Fee: \$44.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/26/2016 04:14 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

THE LEADERS BANK
Oak Brook
2001 York Road
Oak Brook, IL 60523

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Karen L. Klein, Credit Administration
THE LEADERS BANK
2001 YORK ROAD, SUITE 150
OAK BROOK, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 2, 2016, is made and executed between Laurence G. Foy and Mary H. Foy, his wife, as joint tenants, whose address is 119 Coolidge Avenue, Barrington, IL 60010 (referred to below as "Grantor") and THE LEADERS BANK, whose address is 2001 York Road, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 13, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 22, 2002 as Document Number 0021160402.

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

LOT 1 IN E. C. THIES'S SUBDIVISION OF LOT 65 IN THE COUNTY CLERK'S RESUBDIVISION OF PART OF ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 65 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 66 IN THE COUNTY CLERK'S RESUBDIVISION AFORESAID AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 66, 264 FEET TO THE CENTER OF THE ROAD, THENCE RUNNING NORTH ALONG THE CENTER OF SAID ROAD, 77 FEET; THENCE RUNNING WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 65, 264 FEET; THENCE RUNNING SOUTH 77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 119 Coolidge Avenue, Barrington, IL 60010. The Real Property tax identification number is 01-01-122-005-0000.

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

Delete and restate the definition of Maximum Lien to read as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$245,000.00.

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

(Continued)

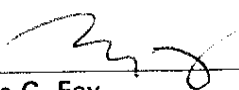
Page 2

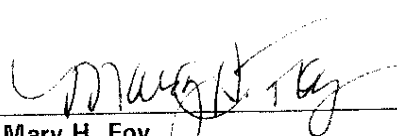
Delete and restate the definition of Credit Agreement to read as follows: The words "Credit Agreement" mean the credit agreement dated February 2, 2016, with credit limit of \$245,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 3.500% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Credit Agreement be less than 4.000% per annum or more than the lesser of 20.000% per annum or the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

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 FEBRUARY 2, 2016.

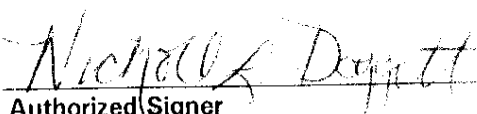
GRANTOR:

X 
 Laurence G. Foy

X 
 Mary H. Foy

LENDER:

THE LEADERS BANK

X 
 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

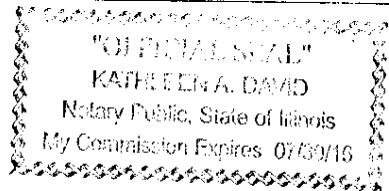
STATE OF Illinois)
)
 COUNTY OF De Page) SS
)

On this day before me, the undersigned Notary Public, personally appeared **Laurence G. Foy and Mary H. Foy**, 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 8th day of February, 2014.
 By Kathleen A. David Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/30/16



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF De Page) SS
)

On this 8th day of February, 2014 before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **THE LEADERS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE LEADERS BANK**, duly authorized by **THE LEADERS BANK** 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 **THE LEADERS BANK**.

By Kathleen A. David Residing at _____

Notary Public in and for the State of Illinois

My commission expires 7/30/16

