

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

**WINTRUST BANK**  
231 S. LaSalle  
Chicago, IL 60604



Doc#: 1608916031 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/29/2016 12:00 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

**WINTRUST BANK**  
7800 LINCOLN AVENUE  
SKOKIE, IL 60077

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

**WINTRUST BANK**  
231 S. LaSalle  
Chicago, IL 60604

16088-69  
**BOX 162**

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 10, 2016, is made and executed between Zev David Tenenbaum, and Lisa K. Eatman, husband and wife, not as joint tenants or tenants in common, but as tenants by the entirety, whose address is 2343 Meadow Drive North, Wilmette, IL 60091 (referred to below as "Grantor") and WINTRUST BANK, whose address is 231 S. LaSalle, Chicago, IL 60604 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 10, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows

**Mortgage recorded March 9, 2006 in the office of the Cook County Recorder as Document #0606833117**

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

LOT 60 (EXCEPT THE EAST 29 FEET THEREOF) AND THE EAST 50 FEET OF LOT 61 IN THE MEADOWS, BEING A SUBDIVISION IN THE COUNTY CLERK'S DIVISION OF THE SOUTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2343 Meadow Drive North, Wilmette, IL 60091. The Real Property tax identification number is 05-32-204-035-0000.

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

**RECITALS:**

A. Wintrust Bank formerly known as North Shore Community Bank & Trust Company ("Lender") made a loan (the "Loan") to Borrowers in the principal amount of \$200,000.00, as evidenced by a Home Equity Line Credit Agreement dated February 10, 2006, in the principal amount of the Loan made payable by Borrowers to the order of Lender ("Credit Agreement").

B. The current outstanding principal balance of the Credit Agreement is \$188,881.44.

D. The Home Equity Line Credit Agreement matured on February 10, 2016. The Borrowers have requested

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## MODIFICATION OF MORTGAGE (Continued)

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that Lender extend the maturity date of the Home Equity Line of Credit Agreement until February 10, 2046 and Lender is willing to extend the maturity date until February 10, 2046, on the terms and conditions set forth hereinafter.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrowers to modify the Loan Documents, as provided herein, (iii) Borrowers' agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Extension of the Maturity Date.**

(a) The Maturity Date for the Loan is hereby amended and extended from February 10, 2016 to February 10, 2046. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean February 10, 2046.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrowers or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrowers and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

**2. Change in Terms.** Contemporaneously with the execution of this Agreement a Change in Terms of even date herewith shall be executed by Borrowers in the principal amount of \$188,881.44, having a maturity date of February 10, 2046. All references in any and all Loan Documents to the "Credit Agreement" shall continue to include the Credit Agreement as amended or modified. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the Change in Terms Agreement. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall continue to include the Credit Agreement as amended or modified.

**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 endorser 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.


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## MODIFICATION OF MORTGAGE (Continued)

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 10, 2016.

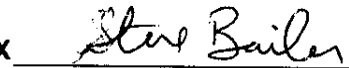
GRANTOR:

X   
Zev David Tenenbaum

X   
Lisa K. Eatman

LENDER:

WINTRUST BANK

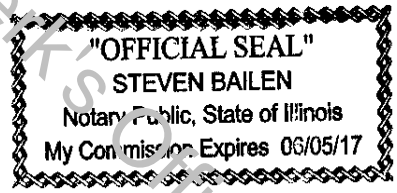
X   
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared Zev David Tenenbaum and Lisa K. Eatman, 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 24th day of February, 2016.

By  Residing at Wilmette

Notary Public in and for the State of IL

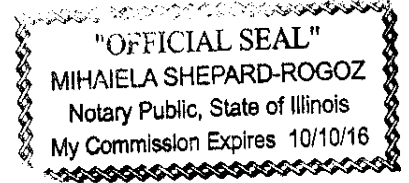
My commission expires 6/5/17

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
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On this 24<sup>th</sup> day of February, 2016 before me, the undersigned Notary Public, personally appeared Steve Ballen and known to me to be the VP, authorized agent for **WINTRUST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **WINTRUST BANK**, duly authorized by **WINTRUST 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 **WINTRUST BANK**.

By Jylm Residing at 1145 Wilmette Ave  
 Notary Public in and for the State of COOK  
 My commission expires 10/10/2016

COOK County Clerk's Office