

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

Alvin J. Helfgot  
Deutsch, Levy & Engel, Chtd.  
225 West Washington Street  
Suite 1700  
Chicago, IL 60606  
(312) 346-1460



Doc# 1635645024 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/21/2016 09:40 AM PG: 1 OF 6

AND RECORD AND RETURN TO:  
DEVON BANK  
ATTN: COMMERCIAL LOANS  
6445 N Western Ave.  
Chicago, IL 60645

ADDRESS OF PROPERTY:  
2015 Wagner Road  
Glenview, IL 60025

PIN: 04-25-200-084-0000

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification Agreement"), made as of November 7, 2016, is made and executed by CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Cole Taylor Bank, Successor Trustee to Glenview State Bank, of Trust Agreement dated August 28, 1989 and known as Trust No. 3848 ("Mortgagor") in favor of DEVON BANK ("Mortgagee").

**BOX 162**

## RECITALS

60355-110

Pursuant to that certain Credit Agreement and Disclosure dated as of August 11, 2006 (the "Credit Agreement"), by and between Vidosava Djurin and Ivan Djurin ("the Borrowers") and Mortgagee, Mortgagee increased a \$254,000.00 home equity line of credit to the Borrowers to \$470,000.00 ("HELOC").

Repayment of the HELOC is secured by that certain Mortgage (the "Mortgage"), dated as of January 16, 2001, and recorded on February 16, 2001, in the Cook County, Illinois Office of the Recorder of Deeds (the "Recorder") as Document No. 0010129088, as modified by that certain Modification of Mortgage dated August 11, 2006 and recorded on May 21, 2007 with the Recorder, as Document No. 0714109095, which Mortgage encumbers certain real estate located in Cook County, Illinois, and legally described on Exhibit "A" attached hereto (the "Mortgaged Property").

The Credit Agreement has matured, and the Mortgagor has requested and the Mortgagee has agreed to convert the unpaid balance of the HELOC into an installment loan with a maturity of August 1, 2017.

Bm

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The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage to accurately reflect that the aforesaid installment loan from which the HELOC was converted, is secured thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Mortgage is modified as follows:

1. The recital provisions are incorporated herein by reference and made a part hereof.

2. The definition of "Borrower" is modified by deleting Ivan Djurin and adding Angelina Djurin.

3. The definition of "Credit Agreement" is deleted in its entirety. Wherever the term "Credit Agreement" or "Credit Line Account" appears in the Mortgage, the term "Promissory Note" shall be substituted.

4. The definition of "Indebtedness" is modified by deleting all of the definition printed in bold, beginning with "Specifically" and ending with "\$254,000.00."

5. The following definition of "Promissory Note" is added:

The words "Promissory Note" mean that certain \$467,390.00 Promissory Note executed by the Borrowers to the Lender dated November 7, 2016, and any and all amendments, renewals, extensions, modifications, substitutions and replacements thereof.

6. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

7. Chicago Title Land Trust Company, Trustee, executes this Modification of Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Mortgagee herein by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by the Mortgage, as modified hereby, shall be construed as creating any liability on the Trustee personally to pay the indebtedness or any interest that may accrue thereon, or to perform any covenants either express or expressly waived, and that any recovery on the Mortgage, as modified hereby, and the Indebtedness secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

**Signature Page Follows.**

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification of Mortgage as of the date set forth above.



CHICAGO TITLE LAND TRUST COMPANY,  
Successor Trustee to Cole Taylor Bank,  
Successor Trustee to Glenview State Bank,  
as Trustee under Trust Agreement dated  
August 28, 1989, and known as Trust No. 3848

By: Susan L. Ghelerter

Printed Name and Title: Susan L. Ghelerter, Trust Officer

DEVON BANK

By: Amita Shah

Printed Name and Title: Amita Shah, Branch sales officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

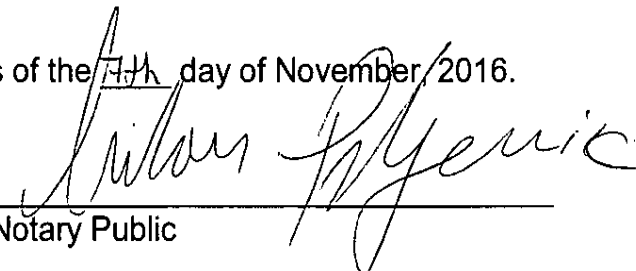
Property of Cook County Clerk's Office

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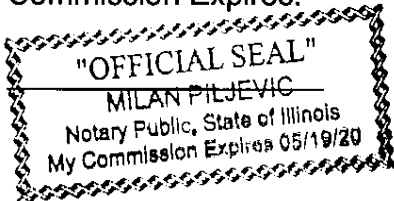
STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Susan Gheherker, Trust Officer of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 7th day of November, 2016.

  
\_\_\_\_\_  
Notary Public

Commission Expires:



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STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Amita Shah, Branch Sales officer,  
(Name) (Title)

of Devon Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 7<sup>th</sup> day of November, 2016.

M E Toma

Notary Public

Commission Expires:

12/08/2018



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 1 (EXCEPT THE EAST 113.00 FEET THEREOF) IN HUGO PICK SUBDIVISION OF THE WEST 40 RODS OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 20 RODS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1940 AS DOCUMENT 12582348, IN COOK COUNTY, ILLINOIS.

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