

Doc# 1713245081 Fee \$52.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/12/2017 03:20 PM PG: 1 0F 8

THIS DOCUMENT PREPARED BY: AFTER RECORDING RETURN TO:

Urban Partnership Bank 7936 South Cottage Grove Avenue Chicago, Illinois 60619-0260 Attention: Loan Operations/Post Closing

#### FIRST MODIFICATION TO MORTGAGE

This First Modification to Mortgage (this "Agreement") dated as of march 14, 2017 is made by William R. Bowen and Marion P. Bowen, married to each other having an address at 6319 N. Wayne Avenue, Chicago II 60660, Taylor P. Bowen, a married man, having an address at 6319 N. Wayne Avenue. Chicago, IL 60660 (the "Grantors") and URBAN PARTNERSHIP BANK, (as successor minterest to the Federal Deposit Insurance Corporation as receiver for ShoreBank), an Illinois chartered bank (the "Lender") having an address at 7936 South Cottage Grove Avenue, Chicago, Illinois 60619.

- A. The Grantors and the Lender have entered into loan and security agreements in connection with a loan in the original principal amount of £125,000.00 (the "Loan") evidenced by (1) a ShoreBank Home Equity Line of Credit Agreement and Disclosure dated February 16, 2007 in the original principal amount of \$125,000.00 executed by the Grantors in favor of the Lender (the "Note/Credit Agreement"); and (2) Mortgage dated February 16, 2007 executed by the Grantors in favor of the Lender, recorded with the Recorder of Cook County, Illinois as Document No. 0707147075 and encumbering the property located at 6319 N. Wayne Avenue., Chicago, IL 60660 (the "Property") (as may be amended, supplemented or nooclified from time to time, the "Mortgage"; together with the Note, are collectively referred to herein as the "Loan Documents").
- B. The Grantors have requested that the Lender amend the Loan Documents, to among other things, term out the home equity line of credit, modify the maturity and modify the interest rate under the Note/Credit Agreement and Lender has agreed to do so, upon and subject to the terms and conditions herein set forth herein.;
- C. The parties desire hereby to amend the Mortgage, as more specifically set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

## Loan No. 85000025 JOOFFICIAL COPY

1. <u>Indebtedness Secured</u>. The definition of "**Note/Credit Agreement**" whichever is applicable in the Mortgage is hereby deleted in its entirety and the following substituted therefor:

Note. The term "Note" means, Promissory Note dated February 16, 2007 from the Grantors for the benefit of the Lender, in the current outstanding principal amount of \$118,805.72, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The Note has a fixed interest rate of 6.00% with a maturity date of February 20, 2032.

<u>Credit Agreement.</u> The words "Credit Agreement" mean, the ShoreBank Home Fquity Line of Credit Agreement and Disclosure dated February 16, 2007 from the Grantors for the benefit of the Lender, in the current outstanding principal amount of \$118,805.72, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The Credit Agreement has a fixed interest rate of 6.00% with a maturity date of February 20, 2032.

- 2. <u>Continuing Effect</u>. All the terms of the Mortgage are hereby incorporated by reference herein, and except as hereby codified, the Mortgage shall remain in full force and effect in all respects. Grantors hereby reatherms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.
- 3. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, all of which shall constitute one in the same agreement.
- 4. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of **Illinois**.
- 5. Continuing Force and Effect. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Mortgage are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Grantors do hereby reaffirm, assume and agree to all of the obligations, duties, rights, covenants, terms and conditions contained in the Mortgage and the Loan Documents.

(Signature Page To Follow)

# Loan No. 85000025 JNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

By: 1

Printed name: William R. Bowen

Printed name: Marion P. Bowen

County Clark's Office

Drinted nor

Printed name: Taylor P. Bowen

URBAN PARTNERSHI: BANK (as successor in interest to the Federal Deposit Insurance

Corporation as receiver of Shore Pank)

By:

Printed Name: Jones 1

Its: Vinetar

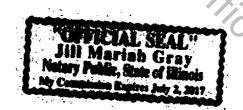
1713245081 Page: 4 of 8

### Loan No. 85000025 JONOFFICIAL COPY

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HERECY CERTIFY that William R. Bowen., who is 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 they signed and delivered the said instrument as their own free and voluntary act and as their free and voluntary act, for the uses and purposes therein set forth.

**Notary Public** 



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#### Loan No. 85000025 UNOFFICIAL COPY

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Marion P. Bowen., who is 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 they signed and delivered the said instrument as their own free and voluntary act and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial sent tipis \_\_\_\_\_\_ day of \_

day of April

)

Notary Public

Jill Mariah Gray Netary Public, State of Illinois My Commission Expires July 2, 2017

### Loan No. 85000025 WNOFFICIAL COPY

STATEOF	lexas	)
		) SS
COUNTY O	FDallas	)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HERELY CERTIFY that Taylor P. Bowen., who is 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 they signed and delivered the said instrument as their own free and voluntary act and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seai this 4th day of April , 2017

GIA BRODT

Notary Public, State of Texas

My Commission Expires

May 19, 2018

Notary Public

### Loan No. 85000025 UNOFFICIAL COPY

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The undersigned, a Notary Public in and for the said County, in the State aforesaid,

DOES HERLBY CERTIFY that James I. Monthey, the

of URBAN PARTNERSHIP BANK (as successor in interest to the

Federal Deposit Insurance Corporation as receiver of ShoreBank), an Illinois chartered bank,
who is 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 notarial seal this 1871 day of 1001, , 2017.

Notary Public

"OFFICIAL SEAL"
Pamela A. Murphy
Notary Public, State of Illinois
My Commission Expires July 6, 2017

## Loan No. 85000025 NOFFICIAL COPY

#### Exhibit A

#### Legal Description

THE NORTH 17 FEET OF LOT 28 AND THE SOUTH 15 FEET OF LOT 29 IN BLOCK 3 IN BROCKHAUSEN AND FISCHER'S 1ST ADDITION TO EDGEWATER BEING A SUBDIVISION OF THE NORTH 60 RODS OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 6319 N. WAYNE AVENUE, CHICAGO IL 60660 Or Coot County Clert's Office

PIN(s): 14-05-105-009 0000