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Doc#. 1717008378 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2017 10:54 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

RECORD & RETURN TO 30657
CT LIEN SOLUTIONS
P.O. BOX 28071
Glendale, CA 91209-9071
59370390-IL31-Cook County

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
WINTRUST BANK
231 S. LaSalle
Chicago, IL 60604

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 12, 2016, is made and executed between Thomas J. Joyce and Jill M. Joyce, Husband and Wife, as Joint Tenants, whose address is 144 Avon Avenue, Northfield, IL 60093 (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 May 12, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Recorded June 8, 2011 in the office of the Cook County Recorder as Document Number 1115946014.

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

LOT 58 IN NORTHFIELD MANOR UNIT NUMBER 3, BEING A RESUBDIVISION OF LOTS "A", "B" AND "C" IN NORTHFIELD MANOR UNIT 2 BEING A SUBDIVISION OF PART OF LOT 17 IN COUNTY CLERK'S DIVISION OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 144 Avon Avenue, Northfield, IL 60093. The Real Property tax identification number is 04-24-413-014-0000.

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

RECITALS:

A. Wintrust Bank formerly known as North Shore Community Bank & Trust Company (the "Lender") made a loan (the "Loan") to Borrower in the principal amount of \$150,000.00, as evidenced by a Promissory Note dated May 12, 2011, in the principal amount of the Loan made payable by Borrower to the order of Lender (the "Note").

B. The Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 144 Avon Ave., Northfield, IL 60093 (the "Property"). The Note, the Mortgage, and any and all other documents evidencing, securing and/or

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MODIFICATION OF MORTGAGE (Continued)

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guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding principal balance of the Note is \$135,527.22.

D. The Note matured on May 12, 2016. The Borrowers have requested that Lender extend the maturity date of the Note and Lender is willing to extend the maturity date 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.

(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 Grantor (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 Agreement of even date herewith shall be executed by Borrower in the principal amount of \$135,527.22. All references in any and all Loan Documents to the "Note" shall continue to include the Note 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 Note. All references to the "Note" made in the paragraph of this Agreement designated "Continuing Validity" shall continue to include the Note 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 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.

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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 MAY 12, 2016.

GRANTOR:

X Thomas J. Joyce
Thomas J. Joyce

X Jill M. Joyce
Jill M. Joyce

LENDER:

WINTRUST BANK

X Maddie A. Meskovich
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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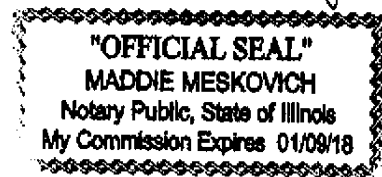
On this day before me, the undersigned Notary Public, personally appeared Thomas J. Joyce and Jill M. Joyce, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of May, 2016.

By Maddie A. Meskovich Residing at Cook County

Notary Public in and for the State of IL

My commission expires 01-09-18

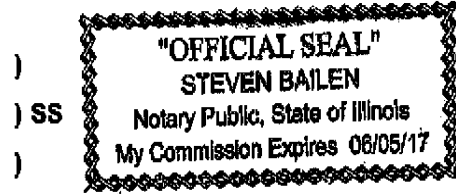


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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL
COUNTY OF Cook



On this 31st day of May, 2016 before me, the undersigned Notary Public, personally appeared M. J. DiVestroska and known to me to be the NP, 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 Steve Bailen Residing at Wilmette

Notary Public in and for the State of IL

My commission expires 6/5/17

County Clerk's Office