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1722147002

Doc# 1722147002 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/09/2017 08:53 AM PG: 1 OF 6

RECORDATION REQUESTED BY:

State Bank of Texas
Webb Chapel
11950 WebbChapel Rd
Dallas, TX 75234

WHEN RECORDED MAIL TO:

State Bank of Texas
Webb Chapel
11950 WebbChapel Rd
Dallas, TX 75234

SEND TAX NOTICES TO:

State Bank of Texas
Webb Chapel
11950 WebbChapel Rd
Dallas, TX 75234

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 2, 2017, is made and executed between CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO SEAWAY BANK AND TRUST COMPANY TRUST AGREEMENT DATED APRIL 3, 2014 AND KNOWN AS TRUST NUMBER 201418, WHOSE BUSINESS ADDRESS IS 10 SOUTH LASALLE STREET, STE 2750 CHICAGO, IL 60603 (referred to below as "Grantor") and State Bank of Texas, whose address is 11950 WebbChapel Rd, Dallas, TX 75234 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 24, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on JUNE 29, 2006 as document number 0618008091 in the Recorder of Deeds Office in Cook County, State of Illinois.

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

LOT 24 IN BLOCK 11 IN NATIONAL HOME DEVELOPERS BEL AIRE PARK, A SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1946 AS DOCUMENT 13737938 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 15361 Afton Avenue, Markham, IL 60428. The Real Property tax identification number is 28-13-108-016-0000.

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

- 1) The Lender's name has been changed to State Bank of Texas, Successor in Interest to Seaway Bank

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 1799452440

Page 2

- and Trust Company whose address is located at 11950 Webb Chapel Road, Dallas, Texas 75234;
- 2) The monthly principal and Interest payment has been changed from Three Hundred Thirty-Four and 51/100ths Dollars (\$534.51) to Three Hundred Twelve and 28/100ths Dollars (\$312.28) Dollars beginning June 1, 2017; and one final balloon payment will be due on May 1, 2022, and will be for all principal and all accrued interest, any late charge and any unpaid collections costs;
- 3) The Borrower of this Note (Rosetta Mckeel, now deceased) has been changed to CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO SEAWAY BANK AND TRUST COMPANY TRUST AGREEMENT DATED APRIL 3, 2014 AND KNOWN AS TRUST NUMBER 201418 and Jerome Beavers;
- 4) The collateral securing this loan has changed from Rosetta McKeel, deceased to Chicago Title Land Trust Company as Successor Trustee to Seaway Bank and Trust Company, as Trustee, Under a trust Agreement dated April 3, 2014, and known as trust number 201408;
- 5) The interest rate has been changed from 5.250%, Fixed, per annum to 5.50%, Fixed, per annum;
- 6) The maturity date has changed from June 1, 2036 to May 1, 2022; and
- 7) All other terms and conditions under the Loan Documents that are not modified shall hereby remain the same and shall remain in full force and effect and any default under the terms of the Loan Documents shall be an event of default hereunder.

and

The following paragraphs on Page 11 of the Mortgage is hereby amended and modified as follows:

Grantor. The word "Grantor" means CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO SEAWAY BANK AND TRUST COMPANY TRUST AGREEMENT DATED APRIL 3, 2014 AND KNOWN AS TRUST NUMBER 201418.

Note. The word "Note" means the Change In Terms Agreement May 2, 2017, in the original principal amount of \$55,000.00 from Grantor to Lender, together with all renewal of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for the promissory note or agreement. The interest rate on the Note is 5.50%. The Note is payable in 59 monthly payment of \$312.28, and one final payment of all accrued interest, accrued principal and any unpaid late charges and collection cost at maturity. . The maturity date of the Note is May 1, 2022.

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)

Loan No: 1799452440

Page 3

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 2, 2017.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO SEAWAY BANK AND TRUST COMPANY TRUST AGREEMENT DATED APRIL 3, 2014 AND KNOWN AS TRUST NUMBER 201418



By: [Signature]

[Signature], Trustee of CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO SEAWAY BANK AND TRUST COMPANY TRUST AGREEMENT DATED APRIL 3, 2014 AND KNOWN AS TRUST NUMBER 201418

LENDER:

STATE BANK OF TEXAS

X [Signature]
Authorized Signer

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.

COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1799452440

TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this 19 day of July, 2017 before me, the undersigned Notary Public, Eileen F. Deery, AJP personally appeared _____, Trustee of

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO SEAWAY BANK AND TRUST COMPANY TRUST AGREEMENT DATED APRIL 3, 2014 AND KNOWN AS TRUST NUMBER 201418, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Linda Lee Lutz Residing at Orland Park
 Notary Public in and for the State of IL

My commission expires _____
 "OFFICIAL SEAL"
 LINDA LEE LUTZ
 Notary Public, State of Illinois
 My Commission Expires 07/14/19

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1799452440

Page 5

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 2nd day of May, 2017 before me, the undersigned Notary Public, personally appeared Adrian Collins and known to me to be the AVP/Retail Lender, authorized agent for **State Bank of Texas** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Bank of Texas**, duly authorized by **State Bank of Texas** 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 **State Bank of Texas**.

By Diane Flowers Residing at 645 E. 8th St

Notary Public in and for the State of Illinois

My commission expires 2/25/2019



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WAIVER OF HOMESTEAD BY SPOUSE

The undersigned, spouse of Jerome Beavers hereby executes this agreement solely for the purpose of waiving and releasing any and all rights of homestead that may arise with respect to the collateral whether now or hereafter created and existing, including, but limited to Rights of Homestead under Chapter 52 of the Illinois Revised Statutes.

Property Address: 15361 Afton Avenue Markham, Illinois 60428

Tax I.D. Number 28-13-108-016-0000

Cynthia Rana-Beavers
Spouse Cynthia Rana-Beavers

5-2-17
Date

Rider attached and made part of an Installment Note and Trust Deed and/or Mortgage dated May 2, 2017 between Jerome Beavers and State Bank of Texas as Successor-In-Interest to Seaway Bank and Trust Company

State of Illinois

County of Cook

On this 2ND day of MAY, 2017, I
a Notary Public, certify that Cynthia Rana-Beavers, 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 instrument as (his/her) free and voluntary, for the used and purposes set forth.



Diane Flowers
Notary Public

My commission expires:

2/25/2019