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Doc#. 1723557156 Fee: \$56.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/23/2017 11:25 AM Pg: 1 of 5

When Recorded Mail to: MEADOWS CREDIT UNION 3350 Salt Creek Lane #100 Arlington Heights, IL 60005

Prepared by: ESP KREUZER CORES LLP 400 S. County Farm Road #200 Wheaton, IL 60187

H25401086 MODIFICATION OF NOTES AND MORTGAGES

This MODIFICATION OF NOTES AND MORTGAGES (the "MODIFICATION") is made this <u>21st</u> day of priy 2017 by and between PAUL S. PENZICK, a single man (hereinafter "Borrower") and WEADOWS CREDIT UNION, an Illinois corporation, (hereinafter "Lender"), whose address is 2401 S. Plum Grove Road, Suite 100, Palatine, Illinois, and modifies, amends, and supplements the following:

LOAN 1 -- Loan \*\*8218-30, Mortgage dated September 27, 2010 recorded with the Cook County Recorder of Deeds on March 3, 2011 as document number 1106208456 and the Note dated September 27, 2010 secured by the 14ortgage;

<u>LOAN 2</u> -- Loan \*\*8218-23, Mortgage date I March 1, 2013 recorded with the Cook County Recorder of Deeds on April 1, 2013 as document number 1309146090 and the Note dated March 1, 2013 secured by the Mortgage; and,

<u>LOAN 3</u> -- Loan \*\*8218-00, Note dated December 13, 2016 secured by 2015 Ford Mustang FastBack vehicle, VIN 1FA6P8TH9F5412392.

WHEREAS, by virtue of the Mortgages, and the Notes secured by said Mortgages as referenced above, Borrower mortgages, grants, and conveys to Lender the following described property located in Cook County, State of Illinois:

UNIT NUMBER 2E IN 2637-39 WEST GREENLEAF AVENUE CONDOMINIUM, AS DELINEATED ON SURVEY OF LOTS 3 AND 4 IN BLOCK 4 IN INDIAN LOUNDARY PARK ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY 2637-39 WEST GREENLEAF AVENUE, INCORPORATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23281377, TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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Commonly known as: 2637 W. Greenleaf Avenue, Unit 2E, Chicago, Illinois 60645 PIN: 10-36-211-031-1003.

WHEREAS, as of July 12, 2017, the total "Unpaid Principal Balance" payable under the Note and Mortgage, LOAN 1, is \$64,511.49 consisting of outstanding principal, interest, and fees;

WHEREAS, as of July 12, 2017, the total "Unpaid Principal Balance" payable under the Note and Mortgage, LOAN 2, is \$32,585.43 consisting of outstanding principal, interest, and fees, of which amount Borrower has requested and Lender has agreed to assimilate the total amount of \$32,585.43 into and subject to the terms of LOAN 1 Mortgage and Note and this MODIFICATION with Release of Mortgage as to LOAN 2 Mortgage to issue upon endorsement of this MODIFICATION;

WHEREAS, as of July 12, 2017, the total "Unpaid Principal Balance" payable under the Note, LOAN 3, is \$20,992.47 consisting of outstanding principal, interest, and fees, of which amount, Borrower has requested and Lender has agreed to assimilate \$7,500.00 of said Unpaid Principal Balance into and subject to the terms of LOAN 1 Mortgage and Note and this MODIFICATION; and

WHEREAS, therefore, the indebtedness due to Lender by Borrower subject to the terms and conditions of LOAN 1, LOAN 2, LOAN 3, Notes, Mortgages, and this MODIFICATION, totals \$104.596.92; and

WHEREAS, in consideration of the mutual promises of Borrower and Lender and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, Borrower and Lender agree to modify, amend, and supplement the terms of payment of said total indebtedness under LOAN 1, LOAN 2, and LOAN 3, Notes and Mortgages so referenced above subject to this MODIFICATION.

NOW, THEREFORE, IT IS AGREED, SUBJECT TO THIS MODIFICATION, AS FOLLOWS:

- 1. <u>Annual Percentage Rate</u> as referenced in LOAN 1, LOAN 2, LOAN 3, Notes and Mortgages is hereby modified and amended to an agreed rate of 3.125 percent per annum.
- 2. <u>Maturity Date</u>: as referenced in the Notes and Mortgages is hereby modified, amended, and extended to August 1, 2044.
- 3. <u>Monthly Payment</u>: as referenced in the Notes and Mortgages is hereby modified and amended to \$478.35 payable monthly for principal and interest commencing September 2, 2017 to August 1, 2044.
  - 4. Effective Date: This MODIFICATION is effective August 1, 2017.
- 5. Except as expressly modified herein, the Notes and Mortgages, and all other documents, security, or actions, non-actions, or any position whatsoever of Borrower and/or

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Lender relating to indebtedness, shall remain in full force and effect and not be prejudiced in any way by this MODIFICATION.

- If, on August 1, 2044, maturity date, Borrower still owes amounts due under the Notes and Mortgages referenced herein, Borrower will pay those amounts in full on August 1, 2044.
- 7. If all or any part of the Property or any interest in the Property is sold or transferred, or if Borrower is not a natural person and/or the beneficial interest of Borrower is sold or transferred without the prior written consent of Lender, Lender may require immediate payment in full of all sums secured by the Notes and Mortgages referenced herein.
- 8. If Lender exercises the option referenced in Paragraph 7 above, Lender shall give Borrower notice of such acceleration. The notice shall provide a period of not less than ten (10) days from the date the notice is given within which Borrower must pay all sums secured by the Note and Mortgage referenced herein. If Borrower fails to pay those sums prior to the expiration of the ten (10) day period. Lender may invoke any remedies permitted by the Notes and Mortgages referenced herein without further notice or demand on Borrower.
- Nothing in this MODIFICATION shall be understood or construed to be a 9. party.

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  DAY OF JULY 2017. satisfaction or release in whole or in part of the Notes or Mortgages, except as referenced herein.

10. This document consists of five (5) pages.

(Borrower)

**GARY LELA** 

Meadows Credit Union (Lender)

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STATE OF ILLINOIS ) ) ss
COUNTY OF COOK )
I, Debra R Masdsouk, a Notary Public in and for said County and State of Illinois, does hereby certify that GARY LELAND, on behalf of MEADOWS CREDIT UNION, personally known to me to be the same persons whose names is subscribed to the foregoing MODIFICATION of NOTES and MORTGAGES, appeared before me this day in person, and acknowledged that he signed and delivered the MODIFICATION for the uses and purposes set forth therein on behalf of and with full authority and permission of and on behalf of Meadows Credit Union.
Given under my hand and Official Seal, this 2/st day of JULY 2017.
My Commission expires 7/22/2021.
Notary Public
Notary Seal  OFFICIAL SEAL  DEBRA R HARDSOUK  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:07/22/21
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