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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/30/2017 10:28 AM Pg: 1 of 8

Recording Requested by
BANK OF AMERICA, N.A.

AND WHEN RECORDED MAIL TO:

BANK OF AMERICA, N.A.
9000 Southside Blvd.
FL9-600-02-04
Jacksonville, FL 32256
Prepared By: **Susan Bennett**

Doc ID #: 99927519763762625
MIN # **100013702751976376**
MERS phone #: 1-888-679-6377
Tax ID #**01-28-201-015-0000**

Space Above for Recorder's Use

MODIFICATION TO MORTGAGE

This **Modification to Mortgage** ("Modification"), is made this **25th** day of **October, 2017** between Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for **Bank of America, N.A.**, its successors and assigns, a corporation, whose address is P.O. Box 2026, Flint, MI 48501-2026, and **Biju J George and Mini Varghese, as trustees of The George Family Trust dated September 14, 2007** (the "Borrower(s)") (collectively referred to herein as the "Parties").

RECITALS

This Modification is made with reference to the following facts:

- A. The Borrower(s) made and executed a Mortgage in favor of MERS as mortgagee of record dated **August 16, 2017**, and recorded on **August 15, 2017**, as Document No./Instrument No. **1723049087**, Book **N/A**, Page No. **N/A** in the Official Records in the Office of the County Recorder of **Cook County, State of Illinois** ("Mortgage"), legally describing the real property as follows (the "Original Secured Property"), commonly known as **10 Yosemite Ct, South Barrington, IL 60010-1069**.

See Exhibit "A" attached hereto and made a part hereof.

- B. The purpose of this Modification is to **correct the vesting on the Mortgage and to add missing signature on the Inter Vivos Revocable Trust Rider.**

TERMS OF MODIFICATION

1. For value received the Parties hereby modify the Mortgage as follows:
To correct the vesting on page 1 of 14 of the Mortgage to read: Biju J George and Mini Varghese, as trustees of The George Family Trust dated September 14, 2007 instead of: Biju J George and Mini Varghese.

To add Mini Varghese signature on page 3 of 3 of the Inter Vivos Revocable Trust Rider.

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2. The terms of the Mortgage, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the Mortgage, the provisions of this Modification shall control. The Mortgage, herein modified, when signed by all Parties, shall constitute one Mortgage.

3. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the Parties.

4. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all Parties have duly executed this document.

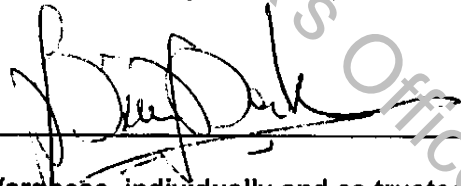
IN WITNESS WHEREOF, the Parties have executed this Modification the day and year first above written.

Mortgage Electronic Registration Systems, Inc.,
as nominee for Bank of America, N.A. and its
successors and assigns



Margaret G. Reiland, Assistant Secretary

Biju J. George, individually and as trustee of
The George Family Trust under trust
instrument dated September 14, 2007



Mini Varghese, individually and as trustee of
The George Family Trust under trust
instrument dated September 14, 2007

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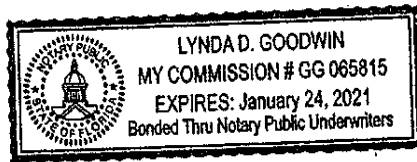
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF DUVAL) ss.

The foregoing instrument was acknowledged before me this 27th day of Nov., 2017, by **Margaret G. Reiland, Assistant Secretary** for Mortgage Electronic Registration Systems, Inc., as nominee for **Bank of America, N.A.** and its successors and assigns.

(NOTARY SEAL)

Lynda D. Goodwin
(Signature of Notary Public State of Florida)



Lynda D. Goodwin
(Name of Notary typed, printed or stamped)

Personally Known OR
Produced Identification Type of Identification Produced N/A

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook) ss.

On this 18th day of November, 2017, before me, Gurbir Singh, Notary Public, personally appeared Biju J. George and Mini Varghese, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gurbir Singh
Notary Public printed name: Gurbir Singh
Commission Expires: 11/1/2020

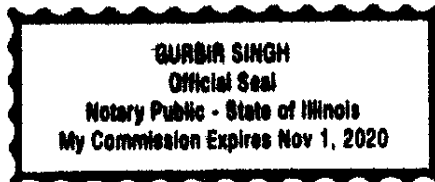


EXHIBIT A

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Address Given: 10 Yosemite Court
South Barrington, IL 60010

Permanent Index No.: 01-28-201-015-0000

Legal Description:

LOT 216, IN WOODS OF SOUTH BARRINGTON PHASE 1, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 28, 2007 AS DOCUMENT NUMBER 0708715094, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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INTER VIVOS REVOCABLE TRUST RIDER

GEORGE
 Doc ID #: xxxxxxxxxx637
 MIN: 100015702751976376
 Escrow/Closing #: AFF-1707829

DEFINITIONS USED IN THIS RIDER.

- (A) "Revocable Trust." The **George Family Trust** created under trust instrument dated **September 14, 2007**.
- (B) "Revocable Trust Trustee(s)." **BIJU J. GEORGE** and **Mini Varghese**, trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **BIJU J GEORGE**, settlor(s) of the Revocable Trust signing below.
- (D) "Lender." **BANK OF AMERICA, N.A..**
- (E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at:
- 10 Yosemite Ct, South Barrington, IL 60010-1089.**
 [Property Address]

THIS REVOCABLE TRUST RIDER is made this **16th** day of **August**, **2017**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable trust is validly created under the laws of the State of **Illinois**; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of **Illinois**; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust

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 1482.76 (05/17)

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Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. CONVENTIONAL LOANS ONLY

Uniform Covenant 18 of the Security Instrument is amended in its entirety to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If, without the Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by Applicable Law.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the

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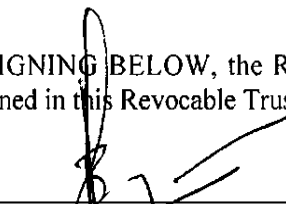
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Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

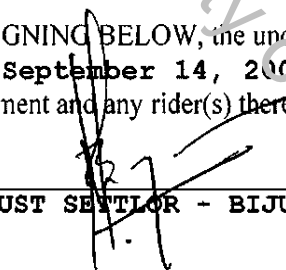


BIJU J. GEORGE, AS TRUSTEE OF THE George Family Trust UNDER TRUST INSTRUMENT DATED September 14, 2007



Mini Varghese, AS TRUSTEE OF THE George Family Trust UNDER TRUST INSTRUMENT DATED September 14, 2007

BY SIGNING BELOW, the undersigned, Settlor(s) of the George Family Trust under trust instrument dated September 14, 2007, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.



- TRUST SETTLOR - BIJU J GEORGE

BY SIGNING BELOW, the undersigned individual(s) acknowledge(s) all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.



MINI VARGHESE

[Sign Original Only]

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