

UNOFFICIAL COPY

Doc#: 2027434255 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/30/2020 02:15 PM Pg: 1 of 5

RECORDING REQUESTED BY PNC BANK N.A.

WHEN RECORDED MAIL TO:

RTN to
Nationallink
1000 Commerce Dr. 3rd Floor
Pittsburgh, PA 15275

PNC Bank, N.A.

~~Request ID: 0717-200522-002~~

~~ATTN: Kelly Ciemenich~~

6750 Miller Rd. M.S. BR-YB58-01-B

Brecksville, OH 44141

MODIFICATION OF AGREEMENT

498917
(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

This MODIFICATION OF AGREEMENT ("Agreement") is made this ninth day of June, 2020 by and between PNC BANK N.A. ("Lender") and MICHAEL L KISER and LIVIA M KISER, ("Borrower"), who have previously executed a revolving Credit Agreement ("Credit Agreement") dated 08/31/2017 with a credit limit in the amount of \$300,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated 08/31/2017, for the use and benefit of Lender, which was recorded on 09/25/2017, in Book _____ on Page _____, as Instrument no. 1726819036 of the Office of Recorders of Cook county, state of Illinois.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions thereto, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$300,000.00 to \$200,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Agreement, Lender is in no way obligated to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement is a modification of the Credit Agreement and Security Agreement only and not a novation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement. This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

Borrower agrees to pay costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

This Agreement is effective as of the date first written above.

UNOFFICIAL COPY

PNC BANK N.A.

Signed and Acknowledged this ninth day of June, 2020

BY: [Signature]
Name: Kelly Clemenich
Title: Assistant Vice President

[Signature]
MICHAEL L KISER
[Signature]
LIVIA M KISER

WITNESS: [Signature]
Print Name: Anthony Lewis

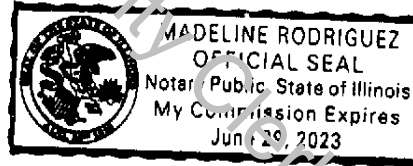
WITNESS: [Signature]
Print Name: Debra Parker

STATE OF: Illinois) SS
COUNTY OF: Cook)

On June 23, 2020 before me Madeline Rodriguez the undersigned, a Notary Public in and for said state personally appeared, MICHAEL L KISER and LIVIA M KISER, 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 within instruments and acknowledge 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.
[Signature]
Notary Public in and for said County and State

NOTARY STAMP OR SEAL



UNOFFICIAL COPY

PNC BANK N.A.

Signed and Acknowledged this ninth day of June, 2020

BY: *Kelly Clemench*
Name: Kelly Clemench
Title: Assistant Vice President

MICHAEL L KISER

LIVIA M KISER

WITNESS: *Anthony Lewis*
Print Name: Anthony Lewis

WITNESS: *Debra Parker*
Print Name: Debra Parker

STATE OF: _____) SS
COUNTY OF: _____)

On _____ before me _____ the undersigned, a Notary Public in and for said state personally appeared **MICHAEL L KISER and LIVIA M KISER**, 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 within instruments and acknowledge 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.

NOTARY STAMP OR SEAL

Notary Public in and for said County and State

UNOFFICIAL COPY

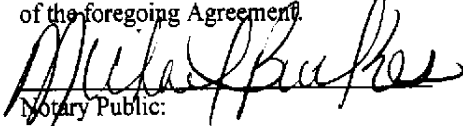
State of Ohio
County of Cuyahoga

) SS
)

Before me, the undersigned, a Notary Public in and for said County and State, this

9 day of JUNE, 2020 personally appeared

Kelly Clemenich as Assistant Vice President of PNC Bank, N.A. and acknowledged the execution of the foregoing Agreement.



Notary Public:
My Commission Expires:
County Of Residence:



MICHAEL BURKES, NOTARY PUBLIC
Residence - Summit County
State Wide Jurisdiction, Ohio
Expiration Date May 30, 2022
2017-RE-646384

This instrument prepared by Tammy Borden, PNC Bank, N.A.

Please return to:
PNC Bank, N.A.
Lending Services
Attn: Kelly Clemenich
6750 Miller Rd. M.S. BR-YB58-01-B
Brecksville, OH 44141

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Loan # : 8200120907

Exhibit A

LEGAL DESCRIPTION

The following described property:

THE FOLLOWING DESCRIBED REAL ESTATE IN THE COUNTY OF COOK, STATE OF ILLINOIS:

PARCEL 1: LOT 3 IN LINCOLN PARK CLUB SUBDIVISION RECORDED JULY 9, 2002 AS DOCUMENT 0020749722 AND RE-RECORDED JULY 19, 2002 AS DOCUMENT 0020790850, BEING A RE-SUBDIVISION OF VARIOUS LOTS, PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT(S) FOR WALKWAYS, UTILITIES AND STORM WATER DETENTION, PRIVATE AND PUBLIC DRIVE COURT EASEMENT, INGRESS/EGRESS EASEMENT, ALL AS FURTHER DEFINED AND SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE LINCOLN PARK COMMONS HOMEOWNERS ASSOCIATION RECORDED JANUARY 15, 2002 AS DOCUMENT 0020061321, AND AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS

BEING THE SAME PROPERTY CONVEYED FROM MICHAEL K. KISER AND LIVIA M. KISER, AS JOINT TENANTS AND MARRIED TO EACH OTHER, TO AN UNDIVIDED ONE-HALF INTEREST TO MICHAEL L. KISER, AS TRUSTEE UNDER THE PROVISIONS OF THE MICHAEL L. KISER LIVING TRUST TRUST AGREEMENT DATED THE 21ST DAY OF APRIL, 2005, AND AN UNDIVIDED ONE-HALF INTEREST TO LIVIA M. KISER, AS TRUSTEE UNDER THE PROVISIONS OF THE LIVIA M. KISER LIVING TRUST AGREEMENT DATED THE 21ST DAY OF APRIL, 2005, AS DESCRIBED IN DEED IN TRUST DOCUMENT NO. 1831113034, DATED 10/11/2018 AND RECORDED 11/07/2018 IN COOK COUNTY, ILLINOIS RECORDS.

Assessor's Parcel No: 14-28-304-037-0000