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Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
Oak Brook, IL 60523

Doc#. 2029539009 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/21/2020 08:47 AM Pg: 1 of 3

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Oxford Bank & Trust
Corporate Office
1111 W. 22nd Street, Suite
800
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1111 W. 22nd Street, Suite
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Oak Brook, IL 60523

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ORIGINAL

This Modification of Mortgage prepared by:

Michelle Bernier, AVP
Oxford Bank & Trust
1111 W. 22nd Street, Suite 800
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 1, 2020, is made and executed between Dale Kleber and Margaret Kleber, whose address is 120 E. Walnut Street, Hinsdale, IL 60521 (referred to below as "Grantor") and Oxford Bank & Trust, whose address is 1111 W. 22nd Street, Suite 800, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 1, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 14, 2011 by the Cook County recorder of deeds and known as recording #1119508471 as modified from time to time.

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

LOT 29 (EXCEPT THE SOUTH 5 FEET THEREOF) IN BLOCK 3 IN SUBDIVISION OF BLOCKS 3 AND 4 IN SWIGART'S SUBDIVISION OF LOT 5 AND WEST 33 FEET OF LOT 6 IN SUBDIVISION (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4) OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 928 S. Euclid, Oak Park, IL 60304. The Real Property tax identification number is 16-18-404-007-0000.

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

At this time Oxford Bank is extending the maturity date from September 1, 2020 to March 1, 2021. For each \$50,000 principal reduction the loan is paid down, the interest rate will be reduced by 1%. The

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(Continued)

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interest rate will have a floor of 6.00% should Mr. Kleber pay down the loan more than \$300,000.00. Additionally, when one or both lots go under a bank acceptable contract, the interest rate will be reduced to 10.00% if no principal reduction takes place. The loan will continue on it's existing amortization schedule. At this time the maturity dates of the mortgage will be removed however, the mortgages will remain in place until paid in full. All other terms and conditions shall remain the same.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2020.

GRANTOR:

x 
Dale Kleber

x 
Margaret Kleber

LENDER:

OXFORD BANK & TRUST

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

On this day before me, the undersigned Notary Public, personally appeared **Dale Kleber and Margaret Kleber**, 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 1st day of September, 2020.

By Michelle S. Bernier Residing at _____

Notary Public in and for the State of IL

My commission expires 3-28-22



LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF DuPage)

On this 1st day of September, 2020 before me the undersigned Notary Public, personally appeared Tom Stark and known to me to be the V.P., authorized agent for **Oxford Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Oxford Bank & Trust**, duly authorized by **Oxford Bank & Trust** 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 **Oxford Bank & Trust**.

By Michelle S. Bernier Residing at _____

Notary Public in and for the State of IL

My commission expires 3-28-22

