

# UNOFFICIAL COPY

Doc#: 2124404320 Fee: \$98.00

Karen A. Yarbrough

RECORDING REQUESTED BY **PNC Bank, National Association** Cook County Clerk

Date: 09/01/2021 03:21 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

**PNC Bank, N.A.**

**Request ID: 7600062177**

**ATTN: Kelly Clemenich**

**BR-YB58-01-B**

**6750 Miller Road**

**Brecksville, OH 44141**

## MODIFICATION OF AGREEMENT

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

This MODIFICATION OF AGREEMENT ("Agreement") is made this 6th day of April, 2021 by and between PNC Bank, National Association ("Lender") and Scott A Kenagy, Susan L Kenagy, ("Borrower"), who have previously executed a revolving Credit Agreement ("Credit Agreement") dated 03/29/2019 with a credit limit in the amount of \$174,650.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated 03/29/2019, for the use and benefit of Lender, which was recorded on 04/22/2019, in Book N/A on Page N/A, as Instrument no. 1911213053 of the Office of Recorders of Cook county, state of IL.

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 \$174,650.00 to \$50,000.00.

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.

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**PNC Bank, National Association**

Signed and acknowledged this 6th day of April, 2021

BY: [Signature]

Name: Kelly Clemenich

Title: Assistant Vice President

[Signature]  
\_\_\_\_\_  
Scott Kenagy

[Signature]  
\_\_\_\_\_  
Susan Kenagy

WITNESS:

[Signature]  
\_\_\_\_\_  
Print Name: Tammy Borden

WITNESS:

[Signature]  
\_\_\_\_\_  
Print Name: Anton Scheiferstein

STATE OF: IL ) SS  
COUNTY OF: COOK )

On April 21, 2021 before me Barbara M. Holland the undersigned, a Notary Public in and for said state personally appeared, Scott A Kenagy, Susan L Kenagy, 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

Barbara M. Holland  
\_\_\_\_\_  
Notary Public in and for said County and State



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Ohio  
Cuyahoga

) SS  
)

Before me, the undersigned, a Notary Public in and for said County and State, this 6 day of April, 2021 personally appeared Kelly Clemenich as Assistant Vice President of PNC Bank, N.A. and acknowledged the execution of the foregoing Agreement.

*Michael Burkes*  
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-648384

This instrument prepared by John McGonegal, PNC Bank, N.A. - 6750 Miller Rd. Brecksville, OH 44141

Please return to:  
PNC Bank, N.A.  
Lending Services  
ATTN: Kelly Clemenich  
6750 Miller Road  
Brecksville, OH 44141

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## LEGAL DESCRIPTION

Order No.: 21005518NA

For APN/Parcel ID(s): 14-28-103-066-1001

PARCEL 1:  
UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 456 WEST BRIAR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 0903329021 OVER THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 33 FEET OF THE EAST 41 FEET OF LOT 1 IN BLOCK 2 IN OWNERS DIVISION OF BRAUCKMAN AND GEHRKE'S SUBDIVISION IN THE EAST 1/2 OF NORTHWEST 1/4 AND IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
EXCLUSIVE USE FOR PARKING AND STORAGE PURPOSES IN AND TO PARKING SPACE P-3 AND STORAGE SPACE S-4, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO IN COOK COUNTY, ILLINOIS.

PARCEL 3:  
EXCLUSIVE USE TO FRONT YARD APPURTENANT, ROOF RIGHTS APPURTENANT TO UNIT 1 AS LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO IN COOK COUNTY, ILLINOIS.

Property Address - 456 W. Briar Apt. 1 Chicago, IL 60657