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Doc# 2300615002 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/06/2023 09:40 AM PG: 1 OF 6

Property of Cook County Clerk's Office

Return To:
THE HUNTINGTON NATIONAL BANK
7 Easton Oval
Columbus, OH 43219
(614) 480-6505

Drafted By:
MCKENNA M HARTER
7 EASTON OVAL
COLUMBUS, OH 43219

[Space Above This Line For Recording Data]

Modification Agreement

WIGODA
Loan #: 00008400301
Serv. #: 0071290472
MIN: 10011560008400308
PIN:

THIS MODIFICATION AGREEMENT ("Modification"), made this DECEMBER 1, 2022, between ELLEN WIGODA AKA ELLEN S WIGODA, AND ROBERT WIGODA AKA ROBERT M WIGODA, A HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, 1355 ROSEMARY LANE, NORTHBROOK, IL 60062 US ("Borrower", whether one or more), THE HUNTINGTON NATIONAL BANK, 7 EASTON OVAL, COLUMBUS, OH 43219 ("Lender") and Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, Michigan 48501-2026, tel (888) 679-6377 ("Mortgagee"), amends and supplements (1) the mortgage, first lien mortgage, open-end mortgage, deed of trust, credit-line deed of trust, trust

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indenture or other security instrument, as modified or amended by the Construction Loan Rider or other supplement or amendment, if any, dated **JUNE 29, 2021** and recorded on **OCTOBER 25, 2021 at 09:49 AM** in Instrument Number **2129833059** in the Recorders' Office, **COOK County, ILLINOIS** the "Mortgage"), (2) the note, as amended by the Construction Loan Addendum to Note, or other supplement or amendment, if any, bearing the same date as, and secured by, the Mortgage (the "Note"), and (3) the Construction Loan Agreement, bearing the same date as the Note and Mortgage (collectively, the "Loan Documents"). All terms defined in the Note and Construction Loan Agreement shall have the same meaning in this Modification. The Mortgage covers the real and personal property described in the Mortgage and defined therein as the "Property", located at **1355 ROSEMARY LANE, NORTHBROOK, IL 60062**.

The real property described being set forth as follows:

SEE ATTACHED SCHEDULE A

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of **DECEMBER 1, 2022**, the amount payable under the Note and the Mortgage is U.S. **\$1,200,000.00**, consisting of the outstanding balance plus any amounts due under the Loan Documents. Borrower's monthly payment of Principal and interest will be in the amount of U.S. **\$4,822.71**.
2. Borrower will make monthly payments of Principal and interest on the first day of each month beginning on **JANUARY 1, 2023**, and every month thereafter until Borrower has paid all of the Principal and interest and any other amounts due under the Loan Documents. If Borrower still owes amounts on the Maturity Date, Borrower will pay those amounts in full on that date.
3. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Loan Documents shall be and remain in full force and effect, except as modified in this Modification, and none of the Borrower's obligations or liabilities under the Loan Documents shall be diminished or released by any provisions hereof, nor shall this Modification in any way impair, diminish or affect any of Lender's rights under or remedies on the Loan Documents, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Loan Documents are expressly reserved by Lender. Borrower acknowledges that the Mortgage secures and will secure

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the Note, both prior and subsequent to the execution of this Modification.

- (c) Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents.
- (d) All costs and expenses incurred by Lender in connection with this Modification, including recording fees, title examination and attorney's fees, shall be paid by the Borrower and shall be secured by the Mortgage, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Modification which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Ellen Wigoda 12-8-22
 - BORROWER - ELLEN WIGODA - DATE -

Ellen S. Wigoda
 AKA ELLEN S WIGODA

Robert Wigoda 12-8-22
 - BORROWER - ROBERT WIGODA - DATE -

Robert M Wigoda
 AKA ROBERT M WIGODA

THE HUNTINGTON NATIONAL BANK

By: Cheryl A Steele
 CHERYL A STEELE ASSISTANT VICE PRESIDENT

Mortgage Electronic Registration Systems, Inc.

By: Cheryl A Steele
 CHERYL A STEELE Vice President

EX 19450.69

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[Space Below This Line For Acknowledgments]

STATE OF Illinois

COUNTY OF Cook, SS:

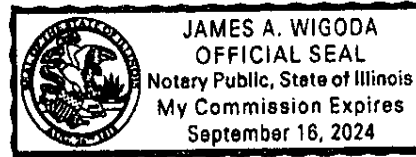
The foregoing instrument was acknowledged before me this 8th day of December, 2022
by ELLEN WIGODA AKA ELLEN S WIGODA, AND ROBERT WIGODA AKA ROBERT M WIGODA, A HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY.

My commission expires: _____

James Wigoda

- Notary Public

(Seal)



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STATE OF Ohio

COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 22nd day of December, 2022, by **CHERYL A STEELE, ASSISTANT VICE PRESIDENT of THE HUNTINGTON NATIONAL BANK**, on behalf of the association and as Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.

My commission expires: _____

Laurel A Hobbins

(Seal)

_____- Notary Public



LAUREL A HOBBSINS
Notary Public, State of Ohio
My Comm. Expires January 24, 2026

Individual Loan Originator: **KENNETH J SCHMIDT**, NMLSR ID: 697466

Loan Originator Organization: **THE HUNTINGTON NATIONAL BANK**, NMLSR ID: 402436

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LEGAL DESCRIPTION

Order No.: 21013573CL

For APN/Parcel ID(s): 04-03-401-025-0000

LOT 2 IN ROSEMARY LANE RESUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2020 AS DOCUMENT NUMBER 2025501010, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office