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Mail To:		Doc#. 2303816022 Fee: \$98.00
		Karen A. Yarbrough
		Cook County Clerk
		Date: 02/07/2023 03:26 PM Pg: 1 of 7
(Law Offices of Edward P. Graham, Ltd.	<u>)</u>	
Edward P. Graham		

REL OX **RECORDING COVER PAGE**

Permanent Parcel Number:

04-33-300-089-0000 and 04-33-300-098-00000

Property Address:

1245 E. Diehl Rd., Ste 105

Naperville, IL 60563

3633 Liberty Lane Glenview, IL 60025

Prepared By: Edward P. Graham 1245 E. Diehl Rd., Ste 105 Naperville, IL 60563 Address City, State & Zip Code Name

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MIN Number: 100196399005258650 Mers Phone Number: 1-888-679-6377

Record and Return to: CHASE- LA4-4557 780 Kansas Lane Monroe, LA 71203

MODIFICATION AGREEMENT SUPPLEMENT TO DEED OF TRUST

This Agreement more and entered into by John Farnsworth, A Single Man, hereinafter referred to as "Mortgago:(s)" and Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Guaranteed Rate, Inc. its successors and assigns, which has an office located at P. O. Box 2026, Fiint, MI 48501-2026. "Beneficiary;"

WITNESSETH:

WHEREAS, John Farnsworth, A Sing: Man, Mortgagor(s) and Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Guaranteed Rate, Inc., its successors and assigns, P. O. Box 2026, Flint, M. 48501-2026, on the 1ST day of October. 2014, entered into a certain security instrument (in a "MORTGAGE") securing a note in the principal sum of Five Hundred Twelve Thousand and 09/100 (U.S. \$512,000.00) (the "Note"), which Deed of Trust was recorded October 2, 2014 as Document #1427555098 in the Cook County, State of Illinois, in which Mortgage the lands securing said indebtedness were described 0/1/5 as follows (the "Original Legal Description"), to-wit:

(Original legal description) EXHIBIT "A"

WHEREAS, Mortgagors wish to adjust the property lot lines by adding additional unimproved land and therefore amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagors and Beneficiary have agreed to such amendments.

(Revised legal description) EXHIBIT "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage now held by Mortgage Electronic

Farnsworth 3066

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Registration Systems, Inc., as Mortgagee, its successors and assigns, is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

- 1. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
- 2. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the time: in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the Mortgagors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
- 3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Mortgage, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Mortgage and the lien of said Mortgage is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
- 4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Mortgage and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
- 5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the in obtedness herein referred to, and to include such instrument whether originally made and delivered to the Beneficiary or assigned and/or endorsed to the Beneficiary; and the word "Mortgage" shall be construed to mean Deed of Trust, Security Deed, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Beneficiary as Beneficiary, or nade and delivered to some other Beneficiary and purchased by the Beneficiary and now owned by the Beneficiary by virtue of any assignment to it. The "Mortgagors" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
- 6. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the Farnsworth 3066

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recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Mortgage shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Mortgage Electronic Registration Systems, Inc., as Mortgagee Arcola Freeman Printed Name: Title: Assistant Secretary STATE OF LOUISIANA PARISH OF OUACHITA On November 10, 2020, before me appeared Arcola Freeman me personally known, who did say that s/he/they is (are) the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as Mortgegee, and that the instrument was signed on behalf of the corporation (or association), and the instrument was signed on behalf of the corporation (or association), by authority from its Loard of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association). ckic Knighten, NOTARY PUBLIC Vicki C. Knighter Ouachita Parish, Louisiane Lifetime Commision LIFETIME COMMISSION Notary Public ID #54231

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"Mortgagor(s)"

John Farnsworth

STATE OF Thingis COUNTY OF Dupage

The foregoing instrument was acknowledged before me on this <u>lime</u> day of , 2020 by **John Farnsworth**, A Single Man, personally known to me.

Notary Public SM

My Commission Expires: 7-18-2022

LINETTE C GRAHAM
OFFICIAL SEAL
Viorary Public, State of Illinois
My Commission Expires
July 18, 2022

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(Original legal description)

EXHIBIT "A"

Parcel 1:

Lot 21 in Carol Estates, Unit No. 2, being a resubdivision of part of the Southeast 1/4 of Section 32, and part of the Southwest 1/4 of Section 33, All In Township 42 North, Range 12 East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 57.03 feet of the West 132 feet of the East 1056 feet of Lot 7 (except the North 432.96 feet and except the South 441.57 feet thereof) in County Clerk's Division of the South 1/2 of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Note for informational rurposes only: The subject property is commonly known as: 3633 Liberty Lane, Gleriview, II_60025

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(Revised legal description) EXHIBIT "B"

LOT 1 IN FARNSWORTH CONSOLIDATION OF

PARCEL 1:

LOT 21 IN CARCL ESTATES, UNIT NO. 2, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 32, AND PART OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PARCEL 2:

THE WEST 57.03 FEET OF THE WEST 132 FEET OF THE EAST 1056 FEET OF LOT 7 (EXCEPT THE NORTH 432.96 FEET AND EXCEPT THE SOUTH 441.57 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS, ACCORDING TO THE SAID FARNSWORTH CONSOLIDATION TO BE RECORDED.