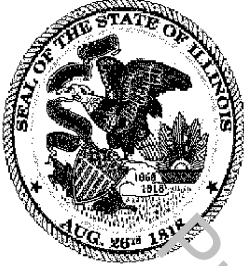


Illinois Anti-Predatory
Lending Database
Program

Doc#: 2333213216 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/28/2023 11:26 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 25-01-419-068-0000**

Address:

Street: 9329 S CLYDE AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60617

Lender: Coastal Community Bank c/o Aven Financial, Inc.

Borrower: CHERYL HENDERSON

Loan / Mortgage Amount: \$77,500.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a HELOC which is not simultaneous with a new first mortgage.

Certificate number: 473945E5-F5A3-4E40-B291-55AA85016EB2

Execution date: 11/7/2023

UNOFFICIAL COPY

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Coastal Community Bank
c/o Aven Financial, Inc.
330 Primrose Road Suite 412
Burlingame, CA 94010
CCB NMLS # 462289

Property Address:
9329 S CLYDE AVE
CHICAGO, IL 60617

APN: 25-01-419-068-0000

This Instrument Prepared By:
Christian Byard, Loan Officer
Aven Financial, Inc.
330 Primrose Road Suite 412
Burlingame, CA 94010



_____ **[Space Above This Line For Recording Data]** _____

AMENDMENT TO DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined as follows. Any capitalized terms not defined herein shall have the same meaning as set forth in the Security Instrument, Original Credit Agreement, or Credit Agreement Amendment.

- (A) **"Security Instrument"** means the Deed of Trust recorded in the Office of the Recorder on July 5th, 2023, as Document No. 2318612042 for land in the county of COOK.
- (B) **"Borrower"** is each person listed below. Borrower's address is: 9329 S CLYDE AVE, CHICAGO, IL 60617. Borrower is the trustor under the Security Instrument.
 - Primary applicant: Cheryl Henderson
- (C) **"Lender"** is Coastal Community Bank c/o Aven Financial, Inc.. Lender is a Washington state-chartered commercial bank organized and existing under the laws of the State of Washington. Lender's address is c/o Aven Financial, Inc. 330 Primrose Road Suite 412, Burlingame, CA 94010. Lender is the beneficiary under the Security instrument.
- (F) **"Property"** means the real property located at 9329 S CLYDE AVE, CHICAGO, IL 60617.
- (E) **"Original Credit Agreement"** refers to the Cardholder Account Agreement signed by Borrower and dated July 1st, 2023.
- (G) **"Credit Agreement Amendment"** refers to any amendment, addendum, or supplement to the Original Credit Agreement, or any other signed and dated document updating or amending terms in the Original Credit Agreement.

AGREEMENT

This Amendment to Deed of Trust ("**Amendment**"), dated November 7th, 2023, is an agreement by Lender and Borrower to amend and supplement the Security Instrument. Notwithstanding the modifications outlined below, all terms, conditions, and provisions of the Security Instrument not otherwise modified herein, are hereby ratified and confirmed. This Amendment is made part of the Security Instrument and has the same force and effect as if the terms and conditions hereof were originally incorporated in the Security Instrument.

Now, in consideration of the mutual benefits inuring to each other, it is understood and agreed by and between Lender and Borrower that the terms and conditions of the Security Instrument are modified as follows:

1. Amendment to Secured Agreement. Whereas the Security Instrument initially secured the Original Credit Agreement, Lender and Borrower agree to amend the Security Instrument to secure the Credit Agreement Amendment.

Rev: 2/2023 @ 11:50 AM - 11/01/2023 10:50 AM - 11/01/2023 10:50 AM

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2. Amendment to Credit Limit. Whereas the Original Credit Agreement extended a Credit Limit (as defined in the Original Credit Agreement) of \$25,000 Dollars (U.S. \$25,000), Lender and Borrower agree to amend the Security Instrument to reflect a Credit Limit of \$77,500 Dollars (U.S. \$77,500) pursuant to the Credit Agreement Amendment signed by the Borrower and dated November 7th, 2023.

Accordingly:

THIS AMENDMENT SECURES A CREDIT AGREEMENT AMENDMENT THAT PROVIDES FOR A VARIABLE RATE AND THE RIGHT TO REPAY AND REBORROW ON A REVOLVING BASIS. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT AMENDMENT IS \$77,500 AND, ACCORDINGLY, LOANS AND ADVANCES UP TO THIS AMOUNT (TOGETHER WITH INTEREST AND FEES) SHALL BE VALID AND HAVE PRIORITY OVER ALL INTEREST, LIENS AND ENCUMBRANCES RECORDED OR OTHERWISE ATTACHING SUBSEQUENT TO THE DATE HEREOF. This Amendment secures a revolving credit loan and shall secure not only presently existing indebtedness under the Credit Agreement Amendment, but also future advances, whether those advances are obligatory or to be made at Lender's option or otherwise, to the same extent as if any such future advances were made on the date of the execution of this Amendment, although there may be no advances made at the time of the execution of this Amendment and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Amendment will be valid as to all indebtedness secured by this Amendment, including future advances, from the time of its filing for record in the recorder's office of the county in which the Property is located. The total amount of indebtedness secured by this Amendment may increase or decrease from time to time, as provided in the Credit Agreement Amendment, and any advances or disbursements which Lender may make pursuant to the terms of this Amendment, the Credit Agreement Amendment, or any other related document (including, but not limited to, for payment of taxes, special assessments, insurance premiums or other advances to protect Lender's liens and security interests on the Property) shall be additional indebtedness secured hereby. Except for any deed of trust, mortgage or other voluntary security instrument that is senior in lien priority to this Amendment as of the date the Amendment was recorded, this Amendment will be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby.

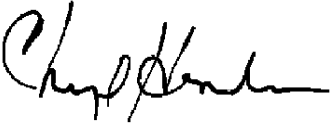
COOK County Clerk's Office

Rev: 2/2019 DocuSign ID: 81FA8058-6BB9-4E28-9D70-FB2208AC3BBB

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Signature Page for Amendment to Deed of Trust

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Amended Deed of Trust, including those provisions provided in the Amendment.

DocuSigned by:

 861D958C7BCD4B7...

Date: 11/7/2023

Cheryl Henderson

Property of Cook County Clerk's Office

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_____ [Space Below This Line for Notarial Acknowledgment] _____

NOTARIAL CERTIFICATE

Remote Acknowledgement for Principal Located in the US

Title of Document(s): Amendment to Deed of Trust

State of Montana
County of Carbon

This record was acknowledged before me by the use of communication technology on 11/7/2023, by Cheryl Henderson, who was located in CHICAGO, IL at the time of this notarial act.

DocuSigned by:

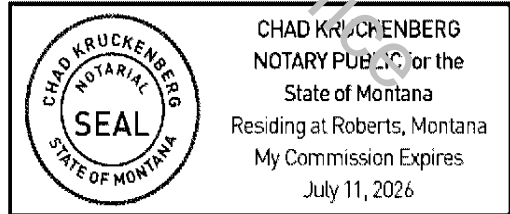


5795DABA98384D2...

Chad Kruckenberg, Notary Public

Notarized online using audio-visual communication

DocuSigned by:



UNOFFICIAL COPY

Exhibit A

Legal Property Description

The following described Real Estate situated in the County of COOK, State of Illinois, to wit:

LOT 16 (EXCEPT THE NORTH 17.5 FEET THEREOF) AND THE NORTH 22.5 FEET OF LOT 17 IN BLOCK 23 IN S. E. GROSS CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

FOR INFORMATIONAL PURPOSES ONLY:

Assessor's Parcel No: 25-01-419-068-0000

Commonly known as: 9329 S CLYDE AVE, CHICAGO, IL, 60617

Property of Cook County Clerk's Office