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THIS INSTRUMENT PREPARED BY:

AND RECORD AND RETURN TO:

Katherine M. Spangler Loan Specialist Time Bank 626 Talcott Road Park Ridge, IL 60068 (847) 384-9200

Doc#. 2334506497 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 12/11/2023 04:18 PM Pg: 1 of 6

ADDRESS OF PROPERTY:

For Recorders Use Only

911 BUSSE HIGHWAY UNIT 203 PARK RIDGE, IL 60068

PIN: 09-27-206-010-1007

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE made as of the 19th day of September, 2023 (this "Modification Agreement"), by and among the Clemmensen Family Trust dated April 1, 2014 ("Mortgagor") and TIME BANK F/K/A PARK RIDGE COMMUNITY BANK ("Mortgagee").

RECITALS

Mortgagee provided a \$150,000.00 home equity line of credit loan (the "Loan") to Mortgagor, George A. Clemmensen, Jr., and Kathy Clemmensen (Mortgager, George A. Clemmensen, Jr., and Kathy Clemmensen are referred to individually and collectively as the "Borrower"), as evidenced by a Credit Agreement and Disclosure in the amount of \$150,000.00 dated August 13, 2015 payable to Mortgagee which Credit Agreement and Disclosure was extended by a letter dated August 12, 2020 and is contemporaneously herewith being modified pursuant to the terms of an Amended and Restated Credit Agreement and Disclosure in the amount of \$250,000.00 dated of even date herewith, executed by Borrower, (hereinafter referred to with all extensions, renewals, modifications and substitutions thereof as the "Amended and Restated Credit Agreement") which, in part, increases the credit limit amount of the Loan to \$250,000.00.

Repayment of the Loan is secured, in part, by that certain Mortgage (the "Mortgage") dated as of August 13, 2015 and recorded on September 16, 2015 in the Office of the Recorder of Cook County, Illinois as Document No. 1525955163, which encumbers certain real estate located in Cook County, Illinois legally described on Exhibit "A" attached hereto (the "Mortgaged Property"). The parties hereto desire and do hereby restate, reaffirm and regrant said Mortgage so that the Mortgage is hereafter, and have heretofore from the original date of the Loan remained as collateral security for the repayment of the Loan.

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MODIFICATION OF MORTGAGE CONTINUED

WHEREAS, Borrower has requested an extension of the maturity and an increase of the loan amount from \$150,000,00 to \$250,000,00; and

WHEREAS, Mortgagee has agreed subject to certain terms and conditions including, but not limited to Borrower executing and delivering an Amended and Restated Credit Agreement and Disclosure ("Amended and Restated Credit Agreement") dated of even date herewith in form acceptable to Mortgagee.

The parties hereto desire to enter into this Modification of Mortgage for the purpose of modifying the Mortgage to accurately reflect that the Amended and Restated Credit Agreement is secured hereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The recital provisions are incorporated herein by reference and made a part hereof.
- 2. The term "Credit Agreement" as it appears in the Mortgage means the Amended and Restated Credit Agreement and Disclosure as amended, modified, or re-stated from time to time.
- 3. The definition of the "Credit Agreement" as it appears in the Mortgage is amended by deleting \$150,000.00 and substituting \$250,000.00.
- 4. The maximum principal amount of indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased from \$150,000.00 to \$250,000.00.
- 5. Any reference to a maturity date in the Mortgage is hereby extinguished retroactive to the original date of the Credit Agreement.
- 6. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage shall remain unchanged and in full force and effect and shall be binding upon the parties, their successors and assigns.

THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. IN ADDITION, THIS AGREEMENT MAY CONTAIN MORE THAN ONE COUNTERPART OF THE SIGNATURE PAGE AND THIS AGREEMENT MAY BE EXECUTED BY THE AFFIXING OF THE SIGNATURES OF EACH OF THE PARTIES TO ONE OF SUCH COUNTERPART SIGNATURE PAGES SHALL BE READ AS THOUGH ONE, AND THEY SHALL HAVE THE SAME FORCE AND EFFECT AS THOUGH ALL OF THE SIGNERS HAD SIGNED A SINGLE SIGNATURE PAGE.

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MODIFICATION OF MORTGAGE CONTINUED

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

Mortgagor:

CLEMMENSEN FAMILY TRUST DATED APRIL 1, 2014

George A. Clemmensen, Jr., Trustee of the Clemmensen

Family Trust dated April 1, 2014

4: A alke Clins

Kathy Clemmensen, Trustee of the Clemmensen Family

Trust dated April 1, 2014

TIME BANK F/K/A PARK RIDGE COMMUNITY BANK

Ву:

Timothy L. Coyne Vice President

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MODIFICATION OF MORTGAGE CONTINUED

STATE OF ILLINOIS)		
COUNTY OF Cook) SS:		
On this 19th day of SEPTEMBER, 2023 before me, the undersigned Notary Public, personally appeared George A. Clemmensen, Jr., Trustee of the Clemmensen Family Trust dated April 1, 2014, and known to me to be an authorized trustee or agent of the trust that executed the Modification Agreement and acknowledged the Modification Agreement to be the free and voluntary act, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Modification Agreement and in fact executed Modification Agreement on behalf of trust.		
OFFICIAL SEAL TIMOTHY J COYNE NOT/AT PUBLIC - STATE OF ILLINOIS M. COMMISSION EXPIRES:09/10/24 O 9 - 16 - 26 2 4		
STATE OF ILLINOIS) COUNTY OF Cook) SS:		
On this		
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
OFFICIAL SEAL TIMOTHY J COYNE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/10/24  OFFICIAL SEAL TIMOTHY J COYNE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/10/24		

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# MODIFICATION OF MORTGAGE CONTINUED

STATE OF ILLINOIS )	
COUNTY OF <u>Cs≈k</u> ) SS:	
I, the undersigned, a Notary Public, in HEREBY CERTIFY, ນ້າວໃ	and for the County and State aforesaid, DO
Timothy J. Cyrs	VP
(Name)	(Title)
of Time Bank f/k/a Park Ridge Community Bank, per whose name is subscribed to the foregoing instrume acknowledged that he signed and delivered the said and as the free and voluntary act of said bank, for the	ent appeared before me this day in person and instrument as his own free and voluntary act,
Given under my hand and notary seal as of the state of th	day of  Mirany Sylves  ( Notany Sylves
Commission Expires:	CAOLETY / JUDIC
	"OFFICIAL SEAL,"  VINCENZA SQUEO  NOTARY PUBLIC, STATE OF ILLINOIS  LY Commission Expires 01/24/2026

This document prepared by Katherine M. Spangler, Loan Specialist, Time Bank, 626 Talcott Road, P.O. Box 829, Park Ridge, IL. 60068

MAIL TO: TIME BANK, 626 TALCOTT ROAD, P.O. BOX 829, PARK RIDGE, ILLINOIS 60068

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#### **EXHIBIT A**

## **Legal Description**

PARCEL 1: UNIT 203 IN THE 911 BUSSE HIGHWAY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 27, 28, 29, 30, 31, 32, 33 AND 34 IN THE NORTHEASTERLY 1/2 OF THE VACATED ALLEY LYING SOUTHWESTERLY AND ADJOINING SAID LOT 27 AND THE SOUTHWESTERLY 1/2 OF THE VACATED ALLEY LYING NORTHEASTERLY AND ADJOINING SAID LOTS 30, 31, 32 33 AND 34 IN H. ROY BERRY COMPANY'S PINE HAVEN, BEING A SUBDIVISION FO THE PARTS OF THAT PART NORTHEASTERLY OF THE NORTHEASTERLY LINE OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION CONDOMINIUM RECORDED OCTOBER 7, 2004 A.S. DOCUMENT 0428144050, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE TO USE OF GARAGE SPACES 16 AND 17 AND STORAGE SPACE 9, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED OCTOBER 7, 2004 AS DOCUMENT 0428144050.

SOM CO

P.I.N # 09-27-206-010-1007

COMMON ADDRESS: 911 BUSSE HIGHWAY UNIT 203, PARK FIDGE, IL 60068