DocuSign Envelope ID: 0CCE323E-2252-459B 91C 6 08B 5/B301E CALCOPY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Coastal Community Bank c/o Aven Financial, Inc. 910 Campisi Way Suite 2D Campbell, CA 95008 CCB NMLS # 462289

Property Address: 9115 S SAGINAW AVE CHICAGO, IL 60617

APN: 26-06-305-047-0000

This Instrument Prepared By: Auguste Goodell, Lian Officer Aven Financial, Inc. 910 Campisi Way Suice 2D Campbell, CA 95008 Doc#, 2412024175 Fee: \$107.00 CEDRIC GILES COOK COUNTY CLERK'S OFFICE Date 4/29/2024 10:12 AM Pg: 1 of 5



AMENDMENT TO DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined an 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 C if the Recorder on July 31st, 2023, as Document No. 2321206037 for land in the county of COOK.
- (B) "Borrower" is each person listed below. Borrower's address is: 9115 S SAGMAW AVE, CHICAGO, IL 60617. Borrower is the trustor under the Security Instrument.
- Primary applicant: Dereak Thomas, Jr
- (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 1, c/c Aven Financial, Inc. 910 Campisi Way Suite 2D, Campbell, CA 95008. Lender is the beneficiary under the Security instrument.
- (F) "Property" means the real property located at 9115 S SAGINAW AVE, CHICAGO, IL 606 7.
- (E) "Original Credit Agreement" refers to the Cardholder Account Agreement signed by Borrov er and dated July 25th, 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 April 17th, 2024, 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.

2. Amendment to Credit Limit. Whereas the Original Credit Agreement extended a Credit Limit (as defined in the Original Credit Agreement) of \$43,500 Dollars (U.S. \$43,500), Lender and Borrower agree to amend the Security Instrument to reflect a Credit Limit of \$53,500 Dollars (U.S. \$53,500) pursuant to the Credit Agreement Amendment signed by the Borrower and dated April 17th, 2024.

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 \$53,500 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 progressive, 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 indepteur as 3 outstanding at the time any advance is made. The lien of this Amendment will be valid as to all indebtedness secured by the 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 doclease 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 protec. Lender's liens and security interests on the Property) shall be additional indebtedness secured hereby. Except for any decay 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 n aximum amount secured hereby.

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:

F20A23/C5D74D402...

cak Thomas, Ir

Dereak Thomas, Jr

Derry Or Cook County Clerk's Office 4/17/2024

[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 Yellowstone

This record was acknowledged before me by the use of communication technology on 4/17/2024 , by Dereak Thomas, Jr, who was located in CHICAGO, IL at the time of this noterial act.

DocuSigned by:

3646D1BEF52845C...

Emanuel Thompson

Ox Coot County Notarized online using audio-visual communication

DocuSigned by:

EMANUEL THOMPSON NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commision Expires April 28, 2026

2412024175 Page: 5 of 5

UNOFFICIAL COPY

Exhibit A Legal Property Description

The following described Real Estate situated in the city of Chicago, county of Cook, state of Illinois, to wit:

THE SOUTH 20 FEET OF LOT 59, AND LOT 60 (EXCEPT THE SOUTH 12 FEET 50 (EXCEPT THE SOUTH 12 FEET THEREOF) IN THE RESUBDIVISION OF THAT PORTION OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, COMMENCING AT A POINT ON THE WEST LINE OF MARQUETTE AVENUE 155 FEET NORTH OF THE NORTH LINE OF EAST 92ND STREET; THENCE WEST TO THE EAST LINE OF SAGINAW AVENUE; THENCE NORTH ALONG THE EAST LINE OF SAGINAW AVENUE TO THE SOUTH LINE OF EAST 91ST STREET; THENCE EAST ALONG THE SOUTH LINE OF EAST 91ST STREET TO THE SOUTHWESTERLY LINE OF ANTHONY AVENUE, THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF ANTHONY AVENUE TO THE WEST LINE OF MARQUETTE AVENUE; THENCE SOUTH ALONG THE WEST LINE OF MARQUETTE AVENUE TO THE POINT OF BEGINNING: ALSO COMMENCING AT A POINT ON THE WEST LINE OF SAGINAW AVENUE 155 FEET NORTH OF THE NORTH LINE OF EAST 92ND STREET; THENCE WEST TO THE EAST LINE OF COLFAX AVENUE, THENCE NORTH ALONG THE EAST LINE OF COLFAX AVENUE TO THE SOUTH LINE OF EAST 91ST STREET THENCE EAST ALONG THE SOUTH LINE OF EAST 91ST STREET TO THE WEST LINE OF SAGINAW AVENUE, THENCE SOUTH ALONG SOF.
SUNAY COMPASSON TO WEST LINE OF SAGINAW AVENUE TO THE PLACE OF BEGINNING, IN COOK COUNTY ILLINOIS.