

# UNOFFICIAL COPY

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2000-09-19 10:46:25

Cook County Recorder 47.00



This document was prepared by and after recording should be returned to:

Bank of America, N.A.  
IL1-231-03-10  
231 South LaSalle Street  
Chicago, Illinois 60697  
Attn: Jean M. Lamberth  
Loan #3039855

## MORTGAGE MODIFICATION AGREEMENT

**THIS MORTGAGE MODIFICATION AGREEMENT** (this "Agreement") is made as of August 23, 2000, by Robert S. Osborne and Martha T. Osborne, husband and wife, not as joint tenants or as Tenants in Common but as Tenants by the Entirety ("Borrower"), and **BANK OF AMERICA, N.A.**, a National Banking Association, formerly known as Bank of America National Trust and Savings Association ("Bank").

### FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of September 18, 1995, Bank agreed to establish a line of credit for Borrower in the amount of \$200,000.00 (the "Line of Credit"). Said Private Equity Line of Credit Agreement is being amended and restated by that certain Amended and Restated Private Equity Line of Credit Agreement dated of even date herewith. Said Private Equity Line of Credit Agreement provided, among other things, a maturity date of April 23, 2000 for the Line of Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other things, extends the maturity date to September 20, 2005. The Private Equity Line of Credit Agreement, as amended and restated, is hereinafter referred to as the "Line of Credit Agreement." Capitalized terms used herein without definition have the meanings given them in the Line of Credit Agreement.

B. The Line of Credit is secured by a Mortgage dated September 18, 1995 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on September 21, 1995 as Document No. 95-639677. And subordinated to a First Mortgage to Bank of America fsb as Document 98176511 on March 5, 1998. The Mortgage encumbers certain property described as follows (the "Property"):

The South 20 feet of Lot 29, Lot 30 and the North half of Lot 31 in McGuire and Orr's Arbor Vitae Road Subdivision of Block 4 and that part of Block 5 lying East of the East Line of Lincoln Avenue in Winnetka, in Sections 20 and 21, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 05-21-101-022-0000

such property having an address of: 564 Maple; Winnetka, Il. 60093

**BOX 333-CTI**

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C. Borrower and Bank now wish to reaffirm the Mortgage in conjunction with the Amendment to Private Equity Line of Credit Agreement.

AGREEMENT

Therefore, Borrower and Bank agree as follows:

1. **Recitals.** The recitals set forth above in the Factual Background are true, accurate and complete.

2. **Extension of Maturity Date.** The paragraph entitled "Indebtedness Being Secured" on the first page of the Mortgage is hereby amended by deleting the original "Maturity Date" of September 20, 2000 and replacing it with a "Maturity Date" of September 20, 2005.

3. **Reaffirmation of Line of Credit Agreement.** Borrower reaffirms all of its obligations under the Line of Credit Agreement. Borrower acknowledges and agrees that all references to the "Line of Credit Agreement", "Agreement" or words of similar import in the Mortgage and other documents, if any, securing or evidencing the Line of Credit, shall mean the Line of Credit Agreement defined herein.

4. **Borrower's Representations and Warranties.** Borrower represents and warrants to Bank as of the date hereof as follows:

(a) **Mortgage.** All representations and warranties made and given by Borrower in the Mortgage are true, accurate and complete.

(b) **No Default.** No event of default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default.

(c) **Property.** Borrower lawfully possesses and holds fee simple title to all of the Property, and the Mortgage is a second and prior lien on such property. Borrower owns all of the Property which is personal property free and clear of any reservations of title and conditional sales contracts, and also of any security interests other than the Mortgage, which is a second and prior lien on such property. There is no financing statement affecting any Property on file in any public office except for financing statements, if any, in favor of Bank and except as follows: None.

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement.

**BORROWER:**

[Signature]  
Robert S. Osborne

[Signature]  
Martha T. Osborne

**BANK:**

BANK OF AMERICA, N.A.  
By: [Signature]  
Name: NANCY KOLBEN  
Title: VICE PRESIDENT

(extension only)

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STATE OF ILLINOIS )  
 )  
COUNTY OF Illinois ) SS

I, Jean M. Lamberth, a Notary Public in and for said county and state, do hereby certify that Robert S. Osborne and Martha T. Osborne, husband and wife not as joint tenants or tenants in common but as tenants by the entirety, personally known to be the same person(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31<sup>st</sup> day of August, 2000.

Jean M. Lamberth  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS

I, Jean M. Lamberth, a Notary Public in and for said county and state, do hereby certify that Nancy Kolberg, Vice-President of Bank of America, N.A., a National Banking Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice-President of said bank, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as their free and voluntary act as Vice-President of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 31<sup>st</sup>, of August, 2000.

Jean M. Lamberth  
Notary Public

(extension only)