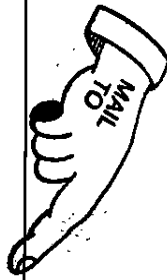




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This document was prepared by and after recording should be returned to:

Bank of America, N.A.
IL1-231-03-10
231 South LaSalle Street
Chicago, Illinois 60697
Attn: Laurretta Davies
#3044740

9231791/6 MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of December 31, 1999, by Joan C. Keller-Evanich married to Kevin Evanich ("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 February 1, 1999, Bank agreed to establish a line of credit for Borrower in the amount of \$ 150,000.00 (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 January 16, 2000 for the Line of Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other things, extends the maturity date to December 10, 2004. 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 February 1, 1999 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on February 9, 1999, as Document No. 99133363. The Mortgage encumbers certain property described as follows (the "Property"):

Parcel 1: The South 35 Feet of Lot 4, Lot 5 except that part thereof described as follows: Beginning at the Southeast corner of said Lot 5; thence Southwesterly along the Southerly line of Lot 5 (being also a division line between said Lots 5 and Lot 7 in said Subdivision) 47.5 Feet; thence Northeasterly along a straight line 51.29 Feet to a point on the East line of said Lot 5, 112 Feet North of the of Southeast corner of said Lot 5; thence South along the East line of said Lot 5, 12 Feet to the point of beginning.

Also

Parcel 2: That part of Lot 7 described as follows: Beginning at a point in the Southerly line of Lot 5 of said Subdivision of Blocks 26 and 41 (being also a division line between said Lots 5 and

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7), 47.5 Feet Westerly of the Southeast corner of said Lot 5; thence Westerly along the Southerly line of said Lot 5, 47.5 Feet to the Westerly line of said Lot 7; thence South along the Westerly line of said Lot 7, 12 Feet; thence Northeasterly along a straight line 51.29 Feet to the point of beginning all in the subdivision of Blocks 26 and 41 in Lake View Subdivision (Lake View Subdivision being a Subdivision of the Southeast $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of Section 16, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat recorded July 13, 1857 in Book 133 Page 76 as Document No. 88987) in Cook County, Illinois.

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such property having an address of 779 Bryant Avenue; Winnetka, IL. 60093.

- 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 January 16, 2000 and replacing it with a "Maturity Date" of December 31, 2000.
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 first 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 first and prior lien on such property. There is no financing statement affecting any Property on file in any

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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:

Joan C. Keller-Evanich
Joan C. Keller-Evanich

Kevin Evanich
Kevin Evanich

BANK:

BANK OF AMERICA, N.A.
A National Banking Association

By: *David K. McKemson*

Name: DAVID K. MCKEMSON

Title: SENIOR VICE-PRESIDENT

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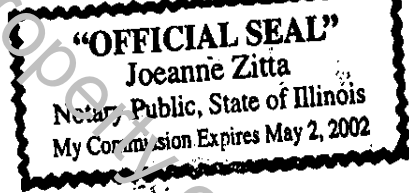
STATE OF ILLINOIS)
COUNTY OF Cook)

SS

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I, JoAnne Zitta, a Notary Public in and for said county and state, do hereby certify that Joan C. Keller-Evanich married to Kevin Evanich, 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 3rd day of January, 2000.



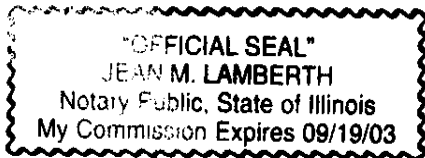
JoAnne Zitta
Notary Public

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 DAVID Melkerson, 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 Sr. Vice-President of said bank, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act as Sr. V. P. of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of January, 2000.



Jean M. Lamberth
Notary Public

(extension only)

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