

# UNOFFICIAL COPY

This space reserved for Recorder's use only.



0010453855

0010453855

2504/0104 45 001 Page 1 of 3

2001-05-30 09:26:59

Cook County Recorder 25.00

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: Laretta Davies  
#3045127

H 21019697

## MORTGAGE MODIFICATION AGREEMENT

**THIS MORTGAGE MODIFICATION AGREEMENT** (this "Agreement") is made as of May 8, 2001, by John P. Hesselmann and Margaret D. Hesselmann, His Wife ("Borrower"), and **BANK OF AMERICA, N.A.**, a National Banking Association f/k/a Bank of America National Trust and Savings Association ("Bank").

3  
CE

### FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of May 5, 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 May 5, 2001 for the Line of Credit. 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.

MWF 1

B. The Line of Credit is secured by a Mortgage dated May 5, 1999 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on May 25, 1999, as Document No. 99501887. The Mortgage encumbers certain property described as follows (the "Property"):

Lot 3 in Northbrook Highlands No. 3, a Subdivision of part of the Southwest ¼ of the Northeast ¼ of Section 9, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 04-09-207-003-0000

such property having an address of 2325 Crabtree Lane; Northbrook, IL. 60062

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

1 BOX 333-CTI (extension only)

# UNOFFICIAL COPY

## 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 May 5, 2001 and replacing it with a "Maturity Date" of May 8, 2003.

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:**

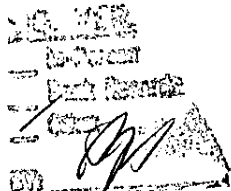
John P. Hesselmann  
John P. Hesselmann

Margaret D. Hesselmann  
Margaret D. Hesselmann

**BANK:**

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

By: Paula Saban  
Name: Paula Saban  
Title: Senior Vice Pres.



(extension only)

10453855

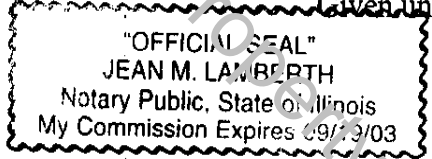
# UNOFFICIAL COPY

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 John P. Hesselmann and Margaret D. Hesselmann, His Wife, 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 17th day of May, 2001.



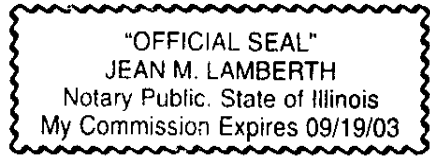
Jean M. Lamberth  
Notary Public

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 Paula Saban, Senior Vice Pres. 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 Senior V.P. of said bank, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act as Senior VP of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of May, 2001.



Jean M. Lamberth  
Notary Public

10453855