

MAIL TO → BOX 352

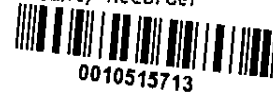
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This Document Prepared By: Jennifer Guerri  
And When Recorded Mail To:  
150 Wilson  
Palatine, IL.  
60067

0010515713

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2001-06-13 12:22:59  
Cook County Recorder 29.00



MODIFICATION AGREEMENT

This Modification Agreement ("Agreement") is made this 17th day of MAY 2001 by and between ALEXANDER R. OVSEEV AND RITA E. OVSEEV ("borrower") and HARRIS TRUST AND SAVINGS BANK ("Lender") and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated APRIL 15, 1991 and recorded in COOK County as Document Number 91206571 and (2) the corresponding home equity line of credit agreement and disclosure statement ("Plan") bearing the same date as and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", the real property being described as follows:

Common Address: 4598 DEER TRAIL LANE, NORTHBROOK, IL 60062  
Parcel Number: 03-01-208-063  
Legal Description: SEE LEGAL ATTACHED

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows:  
Agreements

(In this Agreement, an "X" in any box means that the loan term following the X is applicable to the Borrower's Plan and Security Instrument. "NA" in any box means that the loan term following the NA is not applicable to Borrower's Plan and Security Instrument.)

Lender is the owner and holder of Borrower's Plan and Security Instrument and at Borrower's request, has agreed to modify Borrower's Plan and Security Instrument pursuant to the terms of this Agreement. Borrower promises to pay all of Borrower's monthly payments under Borrower's Plan and Security Instrument to the order of Lender at Harris Bank, 150 Wilson, Palatine IL 60067 or at such other address as lender may designate.

1. Borrower's Credit Limit is  increased to \$155,900.00;  reduced to \$\_\_\_\_\_;  unchanged. Borrower acknowledges (a) receipt of the Truth in Lending disclosures for this Agreement and (b) if Borrower's Credit Limit has been increased, that (i) Borrower received a Notice of Right to Cancel ("Notice"), (ii) more than three days have elapsed since Borrower received the Notice, and (iii) this Agreement has not been canceled.
2. Borrower's Margin is  increased to \_\_\_\_%;  reduced to P-0.25%;  unchanged. The ANNUAL PERCENTAGE RATE for Borrower's Plan is the sum of (a) Borrower's margin shown above and (b) the Wall Street Journal Prime Rate. Current Rates that may be used to compute Borrower's FINANCE CHARGE are an ANNUAL PERCENTAGE RATE OF 9.00% and Daily Periodic Rate of 0.01986%.
3. The Maturity Date of Borrower's Plan is extended to MAY 17, 2011("Extended Maturity Date"), until which time Borrower may borrow, repay, and re-borrow under Borrower's Plan. All sums due Lender from Borrower are due and payable on the Extended Maturity Date. Lender will, however, give Borrower sixty days notice prior to the Extended Maturity Date.

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4. If Borrower does not make any payment when it is due under Borrower's Plan, Lender will charge Borrower a late charge in the amount of the greater of \$10.00 or 5% of the unpaid portion of such payment not paid within ten days of its due date.
5. Borrower agrees to pay Lender a non-refundable \$35.00 annual fee for Borrower's Plan. Lender will waive the \$35.00 annual fee for the first year in which this Agreement is in effect. Thereafter, Lender will charge Borrower the \$35.00 annual fee in the first month of the second year during which this Agreement is in effect and during that same month each and every year during which this Agreement is in effect.
6. The modifications contained in this Agreement shall not be effective until the first day of the billing cycle following Lender's receipt and acceptance of this Agreement. Except as specifically modified by this Agreement, the terms, conditions, provisions, and covenants of Borrower's Plan and Security Instrument shall remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a discharge, satisfaction, novation, or release in whole or in part of the Plan, the Security Instrument, and the corresponding indebtedness. The lien of Borrowers' Security Instrument shall secure Borrowers' Plan as hereby modified to the same extent as if said Plan as modified were set forth and described in full in the Security Instrument and the Security Instrument shall also be so amended hereby. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representative, successors and assigns. Borrower hereby waives and releases all right and benefits under and by virtue of the homestead exemption laws of this state with respect to the real estate described herein. If Borrowers consist of two or more persons, then their liability hereunder shall be joint and several.

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Executed on the day, month, and year first written above.

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HARRIS BANK

Alexander Ovseev

LENDER

ALEXANDER R. OVSEEV

By: Penelope J. Deakals  
Its: AVP

Rita Ovseev

RITA E. OVSEEV

### Acknowledgement:

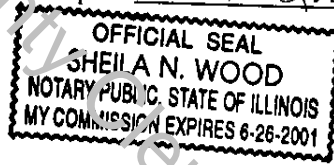
STATE OF Illinois )  
COUNTY OF Cook ) SS

I, SHEILA N. WOOD, a notary public in and for said County in the State of Illinois do hereby certify that ALEXANDER R. OVSEEV, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Borrower, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Sheila N. Wood

Notary Public

My commission expires 6-26-2001



STATE OF IL )  
COUNTY OF McHenry ) SS

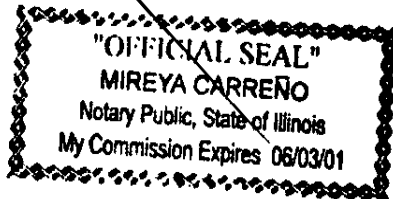
I, MIREYA CARREÑO, a notary public in and for said County in the State of Illinois do hereby certify that RITA E. OVSEEV of Harris Trust and Savings Bank ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of said Corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of May, 2001.

Mireya Carreño

Notary Public

My commission expires 06/03/01



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MIRIAM CALLEJO  
Notary Public for Cook County  
My Commission Expires 06/03/11

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STATE OF Ill )

10515713

) SS

COUNTY OF Cook )

I, Michelle Stansbury, a notary public in and for said County in the State of Illinois do hereby certify that Pamela Nickles of HARRIS Bank ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Corp of said Corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5<sup>th</sup> day of June, 2001.

Michelle Stansbury



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## LEGAL DESCRIPTION

PIN# 03-01-208-063

Parcel 1:

lot 14 (except the Northerly 78.96 feet thereof) in Winchester Lane North Subdivision, being a subdivision in the Northeast Quarter of section 1, township 42 North, range 11, East of the third principal meridian, in Cook County, Illinois, according to the plat of subdivision recorded November 10, 1988 as document 88522636.

parcel 2:

easement for ingress and egress for benefit of parcel 1 as set forth in the Winchester Lane North Declaration of Party wall rights, covenants, conditions, restrictions and easements, recorded December 22, 1988 as document 88589852, in Cook County, Illinois.

We have extended our Search Period on the above property to 04/04/01 at 7:59 am and report the following changes :

Taxes for the 1st half of 2000 are now due and payable; Mortgage Doc No. 92726811 released.

END OF REPORT