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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: Laureta Davies  
#3043429

**MORTGAGE MODIFICATION AGREEMENT**

**THIS MORTGAGE MODIFICATION AGREEMENT** (this "Agreement") is made as of February 10, 2000, by Dolores Ann Kunda, a single person ("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 April 9, 1998, Bank agreed to establish a line of credit for Borrower in the amount of \$34,000.00 (the "Line of Credit"). Said Private Equity Line of Credit Agreement is being amended by that certain Amendment to Private Equity Line of Credit Agreement dated of even date herewith. The Amendment to Private Equity Line of Credit Agreement, among other things, increases the Line of Credit to \$ 90,000.00. The Private Equity Line of Credit Agreement, as amended, 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 April 9, 1998 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on May 5, 1998, as Document No. 98-366610. The Mortgage encumbers certain property described as follows (the "Property"):

Unit Number 14-B in Oakdale Towers Condominium, as delineated on a survey of the following described real estate: Lot 6 and the East 16 2/3 Feet of Lot 7 in Block 2 in Gilbert Hubbard's Addition to Chicago in the South East 1/4 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25371311 together with its undivided percentage interest in the common elements.

PIN: 14-28-118-045-1053

such property having an address of 431 W. Oakdale, #14B; Chicago, IL. 60657.

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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. **Increase in Indebtedness.** The paragraph entitled "Indebtedness Being Secured" on the first page of the Mortgage is hereby amended by deleting the original "Credit Limit" in the amount of \$ 34,000.00 and replacing it with a "Credit Limit" amount of \$ 90,000.00.

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:**

  
\_\_\_\_\_  
Dolores Ann Kunda

**BANK:**

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

By:   
\_\_\_\_\_

Name: Linda R. Zotto

Title: V.P.

(increase only)

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, Marianne Mack Markland, a Notary Public in and for said county and state, do hereby certify that Dolores Ann Kunda, a single person, personally known to be the same person(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she    signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of February, 2000.

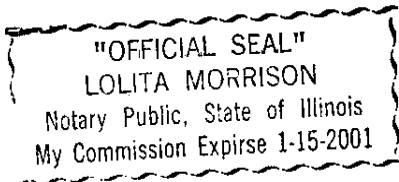


Marianne Mack Markland  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, Lolita Morrison, a Notary Public in and for said county and state, do hereby certify that Linda R. Zottu, 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 V.P. of said bank, appeared before me this day in person, and acknowledged that   S   he    signed and delivered the said instrument as V.P. free and voluntary act as V.P. of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25<sup>th</sup> day of February, 2000.



Lolita Morrison  
Notary Public

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00151184 (increase only)

Bank of America



## Condominium Rider

This CONDOMINIUM RIDER is made this 10th day of February, 2000, and is incorporated into, and made a part of, that certain Mortgage ("Mortgage") to which this Condominium Rider is attached, dated of even date herewith, given by the undersigned ("Mortgagor") to secure that certain Agreement to Bank of America, N.A., a national banking association ("Lender") (which Agreement is more fully described in the Mortgage). The Property described in the Mortgage is located at 431 Oakdale Avenue, #14B; Chicago, IL. 60657

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as:

431 Oakdale Condominium Association

(Name of Condominium Project)

("Condominium Project") In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. **Assessments.** Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project ("Owners' Association"), pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

2. **Hazard Insurance.** So long as the Owners' Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

- (a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (b) the provision in Paragraph 5 regarding application of hazard insurance, proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations, or other constituent documents of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Paragraph 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect, and the provisions of Paragraph 5 of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage previously maintained by the Owners' Association.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned, and shall be paid, to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

3. **Lender's Prior Consent.** Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to:

- (a) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain;
- (b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (c) the effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project.

4. **Remedies.** If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including, but not limited to, the covenant to pay condominium assessments when due, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Paragraph 17.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

Mortgagor Dolores Ann Kunda

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Mortgagor