

Account # 4754000184



Associated Bank

**EQUITY LOAN PLAN ACCOUNT
MODIFICATION AGREEMENT**

THIS AGREEMENT is made by and between you, ANN R PERKINS, AND
UNMARRIED INDIVIDUAL, AND JACQUELINE KAPLAN, AN UNMARRIED
INDIVIDUAL, TENANTS IN COMMON



0020523358

(name), and us, Associated Bank, for the purpose described below.

Recitals

- A. You established a Home Equity Line Plus, Equity Management Account, or Equity Loan Plan with us on December 29th, 2000. Your Account is evidenced in part by the following documents which are signed on that date: (1) a Home Equity Line Plus ("H.E.L.P") Account Agreement, an Equity Management Account Agreement, or Equity Loan Plan Account Agreement which will be called your "Account Agreement" for purposes of this Modification Agreement; (2) a Mortgage Note, and (3) a Real Estate Mortgage.
- B. Your Account Agreement specifies a credit limit of \$ 24,000.00, which is also the amount of the Mortgage Note and Mortgage. You have requested us to increase your credit limit, and we have approved an increase of \$ 24,000.00.
- C. This Modification Agreement affects the land described more fully in the Real Estate Mortgage, which was recorded in the Office of the Register of Deeds for Cook County on April 19th, 2001, in Reel/Vol. No. _____, Image/Page No. 0, as Document No. 0010321896. Property Description: See Attached Page Tax Key# SEE ATTACHED

**O'Connor Title
Services, Inc.**

2126-189

Agreement

You and we therefore mutually agree as follows:

- 1. Your Account Agreement is modified to provide for a credit limit of \$ 48,000.00 (your new credit limit), and the amount of your Mortgage Note is increased to an amount equal to your new credit limit.
- 2. The principal amount referenced in the opening paragraph of your Real Estate Mortgage is increased to an amount equal to your new credit limit. It is your and our intention also that the reference in paragraph 4 of the Real Estate Mortgage to the sum specified in the opening paragraph of the Mortgage (that the principal sum secured by the Mortgage at any time will not exceed that amount) now means the new amount, as increased by this Agreement.
- 3. All other terms and conditions of the Account Agreement, Mortgage Note and Real Estate Mortgage remain the same and are not affected by this Agreement.
- 4. Notwithstanding the foregoing, you will not make and we will not be obligated to honor any purchases or cash advances in excess of your old credit limit until any rescision period applicable to this increase in your credit limit has expired and we are reasonable satisfied that no person with the right to rescind this credit limit increase has done so.

After recording, return to: **Associated Bank**
1305 Main Street, P.O. Box 208
Stevens Point, WI 54481

UNOFFICIAL COPY

O'Connor Title
Services, Inc

_____#

Property of Cook County Clerk's Office

Each person who has signed below acknowledges receiving an exact copy of this Agreement with all blanks filled in.

The undersigned acknowledges receipt of an exact and completed copy of this Mortgage.

Signed and Sealed this 29th day of April, 2002

Ann R Perkins (Seal) Jacqueline S Kaplan (Seal)
* ANN R PERKINS * JACQUELINE S KAPLAN

Alias Alias
(Seal) (Seal)

* *
Alias Alias

This instrument was drafted by LACH, ERIN
After recording, return to: Associated Bank, 1305 Main St., P.O. Box 226, Stevens Point, WI 54481
*Type or print name signed above.

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)SS.
County.)

I the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT

ANN R PERKINS, AND UNMARRIED INDIVIDUAL, AND JACQUELINE KAPLAN, AN UNMARRIED
INDIVIDUAL, TENANTS IN COMMON

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument
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 purpose therein, set forth, including the release
and waiver of the right of homestead.

Given under my hand and official seal this
29th day of April, 2002

(Notary Public)
OFFICIAL SEAL
JAMES L JERUE

Commission Expires:
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/07/04

20523358

ADDRESS: 1453 WEST RASCHER AVE., UNIT 3 CHICAGO, ILLINOIS 60640
PERMANENT INDEX NUMBERS: 14-08-10-015-1006 and 14-08-09-012

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LEGAL DESCRIPTION:

PARCEL 1:

UNIT NOS. 3E IN THE 1453-55 WEST RASCHER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 10 FEET OF LOT 26 AND ALL OF LOT 27 AND 28 IN BLOCK 2 IN FEINBERG'S ADDITION TO EDGEWATER BEING A SUBDIVISION OF LOT 1 OF EDSON'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 27, 2000 AS DOCUMENT 0001010800 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED DECEMBER 27, 2000 AS DOCUMENT 0001010800

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF WOOD DECK WOOD DECK 3W AND WOOD DECK 3E, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED DECEMBER 27, 2000 AS DOCUMENT 0001010800

Property of Cook County Clerk's Office

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Appl # 0204295398
Loan # 4754000184

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of April 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Associated Bank
1305 Main Street
Stevens Point, WI 54481 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1453 W RASCHER AVE, UNIT 3
Chicago 60640

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP®-8R (0008)

Form 31401/01

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Initials *AMP*

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20523358

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provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required 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; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Ann R Perkins (Seal)
ANN R PERKINS -Borrower

Jacqueline S Kaplan (Seal)
JACQUELINE S KAPLAN -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
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____ (Seal)
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____ (Seal)
____ -Borrower