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3355/0292 45 001 Page 1 of 3  
2000-05-16 11:35:31  
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: Jean M. Lamberth  
Loan #3040268

## MORTGAGE MODIFICATION AGREEMENT

**THIS MORTGAGE MODIFICATION AGREEMENT** (this "Agreement") is made as of 2<sup>nd</sup>. Day of May, 2000, by William R. Haljun and Barbara Briggs Haljun, his wife ("Borrower"), and **BANK OF AMERICA, N.A.**, a National Banking Association, formerly Bank of America National Trust and Savings Association and Bank of America Illinois ("Bank").

### FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of January 18, 1996, Bank agreed to establish a line of credit for Borrower in the amount of \$500,000.00 (the "Line of Credit") and amended on May 6, 1997 to increase Line of Credit in the amount of \$600,000.00. Said Private Equity Line of Credit Agreement is being amended by that certain Amendment to Private Equity Line of Credit Agreement dated of even dates herewith. Said Private Equity Line of Credit Agreement, provided among other things, a maturity date of January 18, 2001 for the Line of Credit. The amended and restated Private Equity Line of Credit Agreement among other things, extends the maturity date to May 2, 2005 and increase the line of credit to \$800,000.00. 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 January 18, 1996, 1999 ("Mortgage"), recorded with the Recorder of Cook County, Illinois, on February 13, 1996, as Document No.96116705 and amended by Mortgage Modification dated May 6, 1997 and recorded on May 28, 1997 as document No. 97377325. The Mortgage and Modification encumbers certain property described as follows (the "Property"):

The Northwest 75 feet of Lot 6 in Block 4 in Kenilworth, being a subdivision of part of fractional Sections 22, 27 and 28, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois  
PTN: 05-28-219-010-0000  
such property having an address of 422 Abbotsford Road; Kenilworth, Il. 60043

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

**BOX 333-CTT** (increase and extension)

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## 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 and Extension of Maturity Date.** 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 \$500,000.00 and amended to \$600,000.00 and replacing it with a "Credit Limit" amount of \$800,000.00 and deleting the original "Maturity Date" of January 18, 2001, and replacing it with a "Maturity Date" of May 2, 2005.

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:

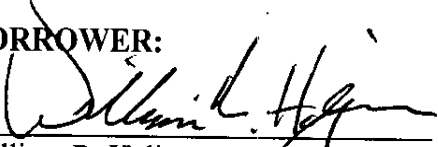
(a) **Mortgage.** All representations and warranties made and given by Borrower in the Mortgage are true, accurate and complete.


(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: First Mortgage originally made to First Federal Savings and Loan Association of Chicago.

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement.

**BORROWER:**

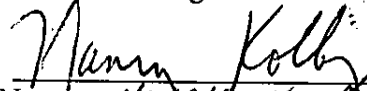
  
\_\_\_\_\_  
William R. Haljun

  
\_\_\_\_\_  
Barbara Briggs Haljun

**BANK:**

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

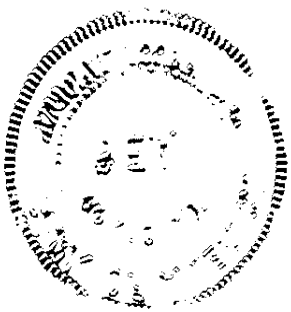
By:

  
\_\_\_\_\_  
Name: NANCY KOLBERT  
Title: VICE PRESIDENT

(increase and extension)

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Property of Cook County Clerk's Office



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STATE OF ILLINOIS

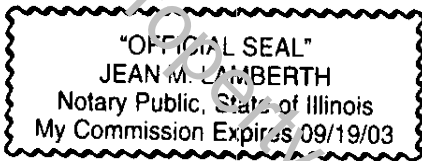
COUNTY OF

COOK

SS

I, JEAN M. Lamberth, a Notary Public in and for said county and state, do hereby certify that William R. Haljun and Barbara Briggs Haljun, his wife, personally known to be the same persons 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 4<sup>th</sup> day of MAY, 2000.



Jean M. Lamberth  
Notary Public

STATE OF ILLINOIS

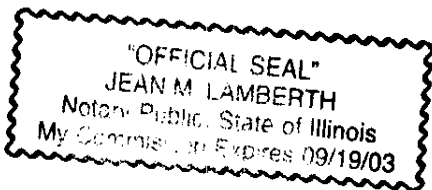
COUNTY OF

COOK

SS

I, JEAN M. Lamberth, a Notary Public in and for said county and state, do hereby certify that Nancy Kolberg, 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 Vice-President of said bank, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as their free and voluntary act as Vice-President of said bank, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND & OFFICIAL SEAL THIS 5<sup>th</sup> DAY OF MAY, 2000



Jean M. Lamberth  
Notary Public