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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Prepared by: Jessica Ng
4786 N. Milwaukee Ave.
Chicago, IL 60630

BOX 297 HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT

Loan No. 01-45-46192

THIS AGREEMENT, made this 15th day of February, 2006, by and between

William A. Harris and Laura J. Harris, his wife

hereinafter called MORTGAGOR, and Floyne Savings Bank, an Illinois Savings Bank, hereinafter called MORTGAGEE.

WHEREAS, Mortgagor executed and delivered to Mortgagee a Home Equity Line of Credit Agreement and Promissory Note dated February 19, 2004, establishing a line of credit with Mortgagee in the principal amount not to exceed \$40,000.00, hereinafter called AGREEMENT.

WHEREAS, said AGREEMENT and the outstanding amounts due under said AGREEMENT are secured by a Mortgage from Mortgagor to Mortgagee dated February 19, 2004, and recorded with the Cook County Recorder of Deeds on March 5, 2004, as Instrument No. 0406519167, hereinafter called MORTGAGE, on property more particularly described as follows:

LOT 23 IN LEO C. REUTER'S RESUBDIVISION OF PART OF UNIT "D" REUTER'S WESTGATE SUBDIVISION NUMBER 2 AND UNIT "E" REUTER'S WESTGATE SUBDIVISION NUMBER 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N. #03-31-112-041-0000

517. S Reuter
Apt. 113, IL 60005

WHEREAS, Mortgagor has requested Mortgagee to increase the amount of said Line of Credit from the principal amount not to exceed \$40,000.00 to a principal amount not to exceed \$90,000.00

NOW, THEREFORE, in consideration of the sum of Ten dollars and zero cents Dollars (\$ 10.00) paid by Mortgagor to Mortgagee and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The above referenced AGREEMENT and MORTGAGE are modified to reflect an increase in the Line of Credit from the principal amount not to exceed \$40,000.00 to a principal amount not to exceed \$90,000.00. Upon request of Mortgagor, the Mortgagee may hereafter, at its option, at anytime within ten years from the date of this Modification Agreement and while the MORTGAGE and AGREEMENT secured by the MORTGAGE are in effect, make further advances, with interest, thereon at the rates provided in the AGREEMENT, shall be secured by MORTGAGE, and the total indebtedness that may be secured by the MORTGAGE may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of \$90,000.00, together with Finance Charges (as defined in the Note) or interest at the rates provided in the AGREEMENT, and any and all disbursements

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made by the Mortgage for the payment of taxes, levies or insurance on the property covered by the lien of the MORTGAGE, with Finance Charges or interest on such disbursements at the rate specified in the AGREEMENT, and for reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums of money.

2. All terms, conditions and covenants of the MORTGAGE and AGREEMENT not covered by this Modification Agreement are hereby ratified and confirmed as being in full force and effect.

3. The Mortgagor does hereby covenant with the Mortgage that Mortgagor is indefeasibly seized of the above referenced property in fee simple, that Mortgagor has full power and lawful right to convey said property in fee simple as aforesaid; that all taxes and assessments against the property are paid current; that said property is free from all encumbrances other than as set out in the MORTGAGE; that Mortgagor will make such further assurances to protect the fee simple title to said property in the Mortgagee as may reasonably be required; that Mortgagor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

4. The Mortgagor agrees to pay all costs of recording this Modification Agreement and any documentary stamps, intangible taxes or other closing costs which include but shall not be limited to the following:

5. This Agreement shall be binding upon all parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed the day and year first written above.

Signed, Sealed and Delivered:

HOYNE SAVINGS BANK

By: *Theodore C. Wiemann*
Theodore C. Wiemann

Vice President

Title

William A. Harris
Mortgagor William A. Harris

Laura J. Harris
Mortgagor Laura J. Harris

Mortgagor

Mortgagor

Mortgagor

Mortgagor

STATE OF ILLINOIS,

Cook

County ss.

I, *ELAINE M. VEDDER*
hereby certify that
William A. Harris and Laura J. Harris, his wife

, Notary Public in and for said county and state do

personally known to me to be the same person(s) whose name(s) 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 15th day of February, 2006

My Commission Expires: *MARCH 12, 2009*

Elaine M. Vedder
Notary Public

