

Account # 3321000196



Associated Bank

EQUITY LOAN PLAN ACCOUNT
MODIFICATION AGREEMENT



THIS AGREEMENT is made by and between you, CHARTER NATIONAL BANK
& TRUST, TRUST #1559 DTD. 3/22/96

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

Recitals

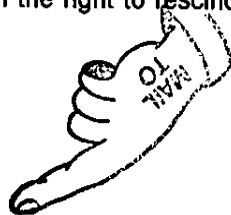
- A. You established a Home Equity Line Plus, Equity Management Account, or Equity Loan Plan with us on May 19th, 1999. Your Account is evidenced in part by the following documents which are signed on that date: (1) a Home Equity Line Plus ("H.E.L.P.") Account Agreement, an Equity Management Account 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 \$ 200,000.00, 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 \$ 50,000.00.
- 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 Lake County on May 19th, 1999, in Reel/Vol. No. , Image/Page No. 0, as Document No. 99484439. Property Description: See Attached Page Tax Key# 01-03-301-007

Agreement

You and we therefore mutually agree as follows:

- 1. Your Account Agreement is modified to provide for a credit limit of \$ 250,000.00 (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



Each person who has signed below acknowledges receiving an exact copy of this Agreement with all blanks filled in. 4

UNOFFICIAL COPY

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

Signed and Sealed this 29th day of November, 1999.

[Signature] (Seal) [Signature] (Seal)

* DOUGLAS C. ALTENBERGER * CHRISTINE M. ALTENBERGER

Alias _____ Alias _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representation, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Charter National Bank & Trust or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

2200 W. Higgins Road
Hoffman Estates, IL 60195-2481
(847) 882-1000

Charter National Bank
AND TRUST

BFC Form Service, Inc. 180316

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF

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 November, 1999.

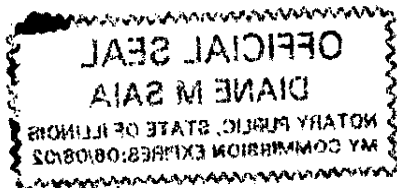
[Signature] (Notary Public)

Commission Expires: 6-8-02



UNOFFICIAL COPY

Property of Cook County Clerk's Office



92574187

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COMMISSION EXPIRES 10-28-2000
HONORARY PUBLIC STATE OF ILLINOIS
JOYCE M. SULLIVAN
"OFFICIAL SEAL"

EQUITY LOAN PLAN

PROPERTY DESCRIPTION

106 OTIS ROAD BARRINGTON HILLS, IL 60010- COOK
THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED
AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER AND RUNNING THENCE NORTH 89 DEGREES 46 MINUTES WEST
800.0 FEET; THENCE NORTH 18 DEGREES 37 MINUTES EAST 578.63 FEET; THENCE
SOUTH 70 DEGREES 8 MINUTES 30 SECONDS EAST 652.13 FEET TO A POINT ON THE
EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 330.00 FEET
NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 19 MINUTES
EAST 330.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office