

# UNOFFICIAL COPY

This Instrument was Prepared by and should be returned to:

87468957

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LAURETTA DAVIES  
Continental Illinois National Bank and Trust Company of Chicago  
231 South LaSalle Street, Chicago, Illinois 60697

## EQUITY LINE MORTGAGE MODIFICATION AGREEMENT

THIS EQUITY LINE MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 21 day of AUGUST, 1987 by and between BRIDGEVIEW BANK AND TRUST COMPANY TRUSTEE U/T/A/ DATED \* ("Borrower"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 SOUTH LA SALLE STREET, Chicago, Illinois 60697, a national banking association ("Lender"). \*6/12/1981 K/A TRUST NO. 1-1034; TRAN 8275 08/25/87 13:16:00 #2895 # A \* 87-468957

WITNESSETH

COOK COUNTY RECORDER

Borrower has executed and delivered a Continental Equity Line Agreement (the "Agreement") dated DECEMBER 8TH, 1986 with a Credit Limit in the amount of \$75,000.00 from Lender to Borrower; and

Borrower has delivered to Lender a Mortgage (the "Mortgage") dated DECEMBER 8TH, 1986 encumbering certain real property (the "Property") in COOK County, ILLINOIS which Mortgage was recorded on DECEMBER 19, 1986 as Document No. 86609711 in the office of the Recorder of Deeds, COOK County, ILLINOIS. The Property is legally described as follows:

Lot 139 in EQUESTRIAN ESTATES UNIT 10, being a subdivision in the East half of the Southwest quarter and the West half of the Southeast quarter of Section 24, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 3 GOLDEN SPUR LEMONT, IL

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P.T.N. 22-24-403-008 VOLUME: 062 ✓ 8/20/87

Lender is the current holder of the Agreement and is the Mortgagee under the Mortgage; and

Borrower has requested that Lender increase the Credit Limit under the Agreement from \$75,000.00 to \$92,000.00 and Lender is willing so to do provided Borrower execute an Amendment to Agreement and such further documents as Lender may require and that the original Mortgage is modified in the manner hereinafter set forth and, subject to the terms, provisions and conditions hereinafter contained.

In consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1. 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 \$75,000.00 and replacing it with a Credit Limit amount of \$92,000.00.

2. Wherever in the Mortgage or any other instrument evidencing, securing and guaranteeing the Loan (herein together called the "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended. In all other respects except as modified herein, the Loan Documents remain unmodified and in full force and effect.

The parties have executed this Equity Line Mortgage Modification Agreement on and as of the date first above written.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

ATTEST:

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

Title: \_\_\_\_\_

Title: 87468957

BRIDGEVIEW BANK AND TRUST COMPANY, as Trustee under Trust No. 1-1034, and not personally

Bridgeview Bank & Trust Company, Trustee  
(Name of Borrower)

By: [Signature]  
6-00-974 N37 President

under Trust Agreement dated June 12, 1981.

Attest: [Signature]  
Secretary

\_\_\_\_\_  
(Name of Borrower)

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the same persons whose names are, respectively, as \_\_\_\_\_ and \_\_\_\_\_ of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me that he (she) signed and delivered said instrument as his (her) own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

Box  
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Reference to the "Borrower" herein shall include reference to BRIDGEVIEW BANK AND TRUST COMPANY, TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 1981 AND KNOWN AS TRUST #1-1034.

This Continental Equity Line Agreement is executed by BRIDGEVIEW BANK AND TRUST CO. not personally but as Trustee under Trust Agreement dated JUNE 12, 1981, Known as Trust No. 1-1034. No personal liability shall be asserted or be enforceable against Trustee but nothing herein contained shall modify or discharge the personal liability of JAN BIESIADECKI AND ROZUMILA BIESIADECKI.

Bridgeview Bank and Trust Company, Trustee  
under Trust Agreement dated June 12, 1981  
TRUSTEE AS AFORESAID AND NOT PERSONALLY.

BY [Signature]  
ITS President

ATTEST [Signature]  
ITS Secretary

87468957

Box 254

87468957

STATE OF ILLINOIS  
COUNTY OF COOK                    ss

I, Mitsy H. Achterhof, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Peter J. Hales President of the BRIDGEVIEW BANK AND TRUST COMPANY, BRIDGEVIEW, ILL., and David J. Alpeleer Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of August, 19 87

*Mitsy H. Achterhof*  
Notary Public

My Commission Expires April 23, 1990

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