

UNOFFICIAL COPY

-90-577950

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 13th day of November, 1990 by and between First Colonial Trust Company, not personally but solely as "Trustee under Trust" ("Borrower"), and Michigan Avenue National Bank of Chicago located at 30 N. 9-16-80 and Michigan Avenue, Chicago, Illinois 60602 ("Bank").
 Agreement dated 9-16-80 and known as Trust No. 4045

WITNESSETH THAT:

Borrower has executed and delivered a Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated August 9, 1989 with a Maximum Credit Amount in the amount of \$150,000.00 from Bank to Borrower; and

Borrower has delivered to Bank a Mortgage^{Modification Agreement} (the "Mortgage") dated January 19, 1990 encumbering certain real property (the "Property") located in Cook County, Illinois which Mortgage was recorded on February 28, 1990 in the office of the Recorder of Deeds, Cook County, Illinois as Document Number 90093880 for the purpose of securing the repayment of Borrower's obligation to Bank under the Agreement and such Mortgage. The property is legally described as follows:

Lot 1 in Harper's Resubdivision of Lot 1, Lot 2 and that part of Lot 3 lying East of a line drawn at right angles to the South line of said Lot 3 and 40 feet West of the Southeast corner thereof, all in the Mary Scott Resubdivision of part of the Northeast 1/4 of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Winnetka, Cook County, Illinois.

and has the common address of 380 Sheridan Road, Winnetka, IL ("Property Address"); and has the permanent index number of 05-21-201-033.

Borrower has requested that Bank increase the Credit Limit on the Loan from \$ 200,000.00 to \$ 270,000.00 and Bank is willing to do so provided Borrower executes an Amendment to Agreement and such further documents as Bank 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 receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The first page of the Mortgage^{Modification Agreement} is hereby amended by deleting Maximum Principal sum of \$ 200,000.00 and replacing it with a Maximum Principal sum of \$ 270,000.00.

90577950

90577950

10521 : D * 90-577950
 COOK COUNTY RECORDER

1425

UNOFFICIAL COPY

30577950

2. Wherever in the Mortgage or any other instrument evidencing, securing and guaranteeing the Loan (herein together called "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.

3. In all other respects except as modified herein, the Loan Documents remain unmodified and in full force and effect.

The parties have executed this Mortgage Modification Agreement on and as of the date first above written at Chicago, Illinois.

EXCULPATORY CLAUSE ATTACHED HERETO AND INCORPORATED HEREIN.

BORROWER First Colonial Trust Company, not Personally but Solely as Trustee under Trust Agreement Dated September 16, 1980, and known as Trust No. 4045

NAME: [Signature]
By: [Signature]
Vice President

Attest: [Signature]
NAME: Land Trust Officer

Michigan Avenue National Bank

BY: [Signature]
TITLE: dir.

ATTEST:
BY: [Signature]
TITLE: A.V.S.

In addition to the Exculpatory Clause attached to that Mortgage dtd. 1/19/90.

THIS STATEMENT OF TRUST IS NOT A PART OF THE DEED AND THE DEED TRUSTEE HAS NO KNOWLEDGE OF ITS CONTENTS OR LIABILITY AS TO THE ACCURACY THEREOF.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Office

30577950

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90577950

UNOFFICIAL COPY

7 9 5 0

STATE OF ILLINOIS)
) as
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ 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 _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 1990.

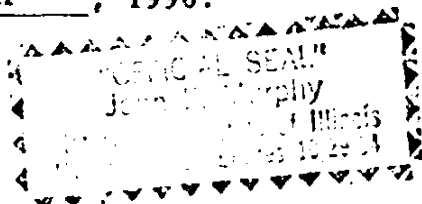
NOTARY PUBLIC

My commission expires: _____

STATE OF ILLINOIS)
) as
COUNTY OF COOK)

I, John B. Murphy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald R. Bonistalli, Vice President, Joyce A. Madsen, Land Trust Officer, of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the forgoing instrument as such Vice President and Land Trust Officer, 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 Corporation, for the uses and purposes therein set forth; and the said Land Trust Officer and there acknowledged and he/she did affix said corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

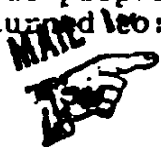
GIVEN under my hand and notarial seal this 20th day of November, 1990.



John B. Murphy
Notary Public

My commission expires: 10/29/94

This instrument was prepared by and should be returned to:



Attn: Sofia E. Bien
Michigan Avenue National Bank 30 N. Michigan Ave.
Chicago, IL 60602

90577950