

# UNOFFICIAL COPY

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## MODIFICATION AGREEMENT FOR HOME EQUITY CREDIT LINE

This Modification Agreement dated Sept. 17, 1991 by and between American National Bank and Trust Company of Chicago ("Bank") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO U/T 069235-02 ("Borrower") concerning the Borrower's home equity credit line with the Bank.

WHEREAS, Borrower made, executed and delivered to Bank a Home Equity Credit Line Agreement and Promissory Note dated September 26, 1986 in the principal amount of \$ 89,000.00; and

WHEREAS, said promissory note is secured by a home equity line mortgage executed on 8-9-88 and recorded with the Cook County Recorder of Deeds as document number 88357400 and securing the real property legally described as follows:

UNIT S-16 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LINCOLN PARK WEST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21502892, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I D # 14 33 206 046 1015

DEPT-01 RECORDING \$13.29  
T#4444 TRAN 4106 09/25/91 13:56:00  
#1186 # D \*-91-498862  
COOK COUNTY RECORDER

2130 N. Lincoln Park W # S-16 Chgo 60614

WHEREAS, Borrower and Bank have agreed to modify the terms and conditions of the Home Equity Credit Line Agreement, Promissory Note and Mortgage.

WHEREAS, Borrower warrants and represents to Bank that there are not other mortgages or any subsequent liens now outstanding against the mortgaged premises other than the First Mortgage held by N/A and that the lien created by the home equity credit line, as modified herein is a valid Second Mortgage lien on the mortgaged premises previously described.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties that the terms of the note are modified as follows:

- 1) Credit Limit - The limit on the home equity credit line is hereby increased to \$ 300,000.00, which the undersigned Borrower agrees not to exceed.

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10/1/90

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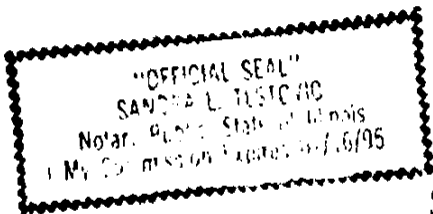
- 2) Borrower hereby agrees to pay the Bank a fee for procurement of a title report showing any and all recorded liens against the mortgaged premises.
- 3) Notwithstanding anything to the contrary herein, the terms and conditions of the aforementioned note and Home Equity Credit Line Agreement, not expressly modified by the terms of this modification, shall remain in full force and effect. In all other respects, the borrower reaffirms all of the terms, conditions, and covenants of the Note and Agreement as identified above. In addition, this Modification neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the mortgage loan documents presently encumbering the mortgaged premises or any modifications thereof.

In consideration of the modification of the terms of the Home Equity Credit Line Agreement and Note, as here and above set forth, borrower hereby covenants and agrees to pay the balance of the indebtedness evidenced by the Note and secured by the mortgage as herein modified, and to perform the covenants contained in the mortgage and further agrees that the prepayment privilege now in effect shall remain in full force and in effect.

In Witness Whereof, the parties have executed this modification of the Home Equity Credit Line Agreement and Promissory Note as of the date and year first written above:

Gordon L. Pollock  
BORROWER Gordon L. Pollock

BORROWER



SEP 20 1991

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_

[Signature]  
Notary Public

RETURN TO:  
AMERICAN NATIONAL BANK  
33 N. LaSalle ST.  
CHICAGO, IL 60690  
ATTN: RESIDENTIAL REAL ESTATE

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not individually  
By: [Signature]  
Its: Authorized Officer

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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