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DEPT-01 RECORDING \$13.50
MODIFICATION AGREEMENT T#2222 TRAN 0808 10/29/91 12:28:00
FOR HOME EQUITY CREDIT LINE #7277 # B *-91-564848
COOK COUNTY RECORDER

This Modification Agreement dated 10-10-91 by and between American National Bank and Trust Company of Chicago ("Bank") and THEODORE J. NOVAK & A.N.B. LAND TRUST #069399-04 ("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 Nov. 17, 1989 in the principal amount of \$600,000.00; and

WHEREAS, said promissory note is secured by a home equity line mortgage executed on Nov. 17, 1989 and recorded with the COOK County Recorder of Deeds as document number 89563339 and securing the real property legally described as follows:

SUB LOT 7 IN GEORGE S. PEPPER'S SUBDIVISION OF LOT 12 OF COUNTY CLERKS SUBDIVISION OF ORIGINAL LOT "D" OF WRIGHTWOOD'S SUBDIVISION IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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618 W. Seming Pl. Chgo 60614

14-28-313-026

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 \$800,000.00, which the undersigned Borrower agrees not to exceed.

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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:

X *Theodore J. Novak*
 BORROWER Theodore J. Novak

This instrument is recorded for the purpose of perfecting the security interest of the Trustee in the property described herein. It is not to be construed as a conveyance of any interest in the property described herein, and it is not to be construed as a representation, warranty, or covenant on the part of the Trustee. The Trustee's responsibility is limited to the recording of this instrument. No personal liability or personal responsibility is assumed by or for the Trustee in connection with the recording of this instrument, and the Trustee is not liable for any error, omission, or delay in the recording of this instrument, or for any loss or damage resulting therefrom.

American National Bank And Trust Company of Chicago
 BORROWER INDIVIDUALLY BUT SOLELY AS TRUSTEE
 UNDER TRUST NO. 069399-04

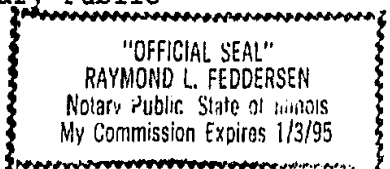
BY *[Signature]*
 VICE PRESIDENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
 By: *[Signature]*
 Its: SECOND V P

Signed before me this 25th day of

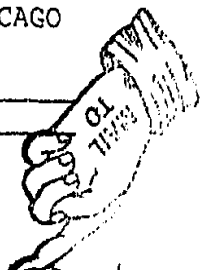
OCT., 1991.

Raymond L. Feddersen
 Notary Public



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

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