

UNOFFICIAL COPY

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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 15th day of NOVEMBER 1991 by and between RICHARD C. TAM & SUZANNE N. TAM, HIS WIFE, & MICHAEL C. TAM ("Borrower"), and Community Bank and Trust Company of Edgewater, a State Banking Corporation, with its office located at 5340 N. Clark Street, Chicago, Illinois 60640 ("Bank").

WITNESSETH THAT:

Borrower has executed and delivered a Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated SEPTEMBER 08, 1989 with a Maximum Credit Amount in the amount of \$ 25,000.00 from Bank to Borrower; and

Borrower has delivered to Bank a Mortgage (the "Mortgage") dated SEPTEMBER 03, 1989 encumbering certain real property (the "Property") located in COOK County, Illinois, which Mortgage was recorded on SEPTEMBER 25, 1989 in the office of the Recorder of Deeds, COOK County, Illinois as Document Number 89450993 for the purpose of securing the repayment of Borrower's obligation to Bank under Agreement and such Mortgage. The Property is legally described as follows:

LOT 24 IN BLOCK 1 IN T. J. GRADY'S SECOND GREENBRIAR ADDITION TO NORTH EDGEWATER IN THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

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and has the common address of 6119 NORTH FAIRFIELD, CHICAGO, ILLINOIS 60659 ("Property Address"); and has the permanent index number of 13-01-217-013.

Borrower has requested that Bank increase the Credit Limit on the Loan from \$ 25,000.00 to \$ 35,000.00 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 is hereby amended by deleting Maximum Principal sum of \$ 25,000.00 and replacing it with a Maximum Principal sum of \$ 35,000.00.
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.

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

BORROWER

Richard C. Tam
NAME: RICHARD C. TAM

BORROWER

Suzanne M. Tam
NAME: SUZANNE M. TAM

Michael C. Tam
NAME: MICHAEL C. TAM

Community Bank and Trust Company of Edgewater

BY: Mark Frigetto
Its VICE PRESIDENT

ATTEST:

BY: Cathee Laughlin
Title LOAN OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD C. TAM & SUZANNE M. TAM, his wife, & MICHAEL C. TAM, 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 THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 15th day of NOVEMBER, 1991

" OFFICIAL SEAL "
CATHEE LAUGHLIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/29/92

Cathee Laughlin
NOTARY PUBLIC
My commission expires: 4/29/92

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK E. FRIGETTO, VICE PRESIDENT and ALBERT F. JUNG, LOAN OFFICER

of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and LOAN 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 LOAN OFFICER then 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 15th day of NOVEMBER, 1991.

" OFFICIAL SEAL "
CATHEE LAUGHLIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/29/92

Cathee Laughlin
NOTARY PUBLIC
My Commission Expires: _____

Prepared by and return to: COMMUNITY BANK & TRUST COMPANY OF EDGEWATER ATTN: MARY LOU GARCIA

5340 North Clark Street
Chicago, Illinois 60640

BOX 333-

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