THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 2nd day of MAY , 1991 by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE u/t/a DATED ("Borrower"), and MAY 22, 1970 a/k/a TRUST #29801 Community Bank and Trust Company of Edgewater, a State Banking Corporation, with its office located at 5340 N. Clark Street, , **95**97401 +500F0143 Chicago, Illinois 60640 ("Bank"). 

WITNESSETH THAT:

#1-7 P #-91-248256 Borrower has executed and delivered a Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated with a Maximum Credit Amount in the amount MAY 10, 1989 of \$75,000.00 \_ from Bank to Borrower; and

Bor ower has delivered to Bank a Mortgage (the "Mortgage") dated MAY 10, 1989 encumbering certain real property (the "Property") located in COOK County, Illinois, which Mortgage var, recorded on JUNE 15, 1989 in the office of the Recorder of Deeds, COOK County, Illinois as Document Number 892719(5) 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:

PARCEL 1
LOT 22 (EXCEPT THE EAST 17.5 FEET THEREOF) AND LOTS 23 AND 24 IN BLOCK 2 IN
SURDIVISION OF THE NORTH HALF OF THE SOUT BARTLETT'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN

THE NORTH HALF OF VACATED 16 FOOT PURLIC ALLEY ADJOINING SAID LOTS, ALL IN COOK COUNTY, ILLINOIS

and has the common address of 3661 MIST DAVIS STREET, SKOKIE, LLLINOIS 60076 ("Property Address"); and has the permanent index number of 10-14-303-071

Borrower has requested that Bank increase the Credit Limit on the Loan from \$ 75,000.00 to \$ 1.5,000.00 and Bank is willing to do so provided Borrower executes an Amendment to Agreement and such further documents as Bank way require and that the original Mortgage is modified in the mainer 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 \$5,000.00 and replacing it with a Maximum Principal sum of \$125,000.00.
- 2. The first page of the mortgage is hereby amended by deleting The Annual Percentage Rate will be determined by adding one percent (1.000%) and replacing it with The Annual Percentage rate will determined by adding zero percent (0%) to the Prime
- 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.
- 4. In all other respects except as modified herein, the Loan Documents remain unmodified and in full force and effect.

BOX 15

## **UNOFFICIAL COPY**

The parties have executed this Mortgage Modification Agreement on and as of the date first above written at \_\_\_\_, Illinois. American Hational Bank And Trust Company of Chicago BORPOWER INDIVIDUALLY BUT SOLELY AS INVESTED UNDER TRUST NO. The instance is executed by the underlying land Trained, not personally but solely in These is a executive of the forest and extends that all of the mentions of some and intended in the executive of the forest and extends or the executive, intended and expected that all of the mentions, intended and expected that all of the mentions, intended and expected that all of the mentions, intended as the post of the executive, intended and of the mentions are the post of the compositions. HICHAEL WHELAM NAME: Transaction to the state of the state of the state of the state of the period and the state of t tabley or personal reconstitive assumed by or shall all say time he treested or enterests against the Traces on account of any enterest, administy, representation Hegers S. Kasprzyk NAME: Owners, translating or appearant of the Trustee in this constrant Community Bank rust Company of Edgewater Tts. ATTEST: STATE OF ILLINUIS: ) COUNTY OF COOK I, The Undersigned, a Notary Public in and for said County. the State aforesaid, DO HEREBY CERTIEY THAT In the State aloresaid, DO HEREBY CERTIFY THAT MICHAEL MERCH WELLS WASSISTABLE SOUTH ASSISTABLE AND AND 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 we signed, sealed and delivered the said instrument as we free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homesterd. GIVEN under my hand and notorial seal this day of - American National Cank and Trust Company of Chicago . 19 M Dovensky NOTARY PUBLIC My commission was a second STATE OF ILLINOIS "OF ICENE SEAL" L. M. Scrienski Notary Public State of Illinois COUNTY OF COOK My Commission critics 6/27/92 I, The Undersigned, a Notary Public in and or said County the State aforesaid, DO HEREBY CERTIFY THAT VICE PRESIDENT MARK E. FRIGHETTO VICE PRESIDENT and <u>GREG CROMWELL</u>, <u>VICE PRESIDENT</u>
of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such <u>VICE PRESIDENT</u> and <u>VICE PRESIDENT</u>, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own fig. and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the then and there acknowledged and he/she did VICE PRESIDENT 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 941 day of . 19<u>9/</u>. OFFICIAL

OFFICIAL SEAL "
HOTARY PICES STATE OF ILLINOIS
AY COMMUNICATION EXPIRES 10/25/93 Prepared by and return to: ALBERT F. JUNG, COMMUNITY BANK & TRUST CO.EDGEWATER 5340 NORTH CLARK ST. CHICAGO, ILLINOIS 60640

NOTARY PUBLIC

My Commission Expires: