

UNOFFICIAL COPY

PRIVATE EQUITY LINE MORTGAGE MODIFICATION AGREEMENT

This instrument was prepared by
and should be returned to:

92648415

Continental Bank N.A.
Attn: Private Banking-Real Estate Operations
231 South LaSalle Street 10th Fl.
Chicago, Illinois 60697

This Private Equity Line Mortgage Modification Agreement made and entered into as of the 3rd day of August, 1992 by and between William R. Haljun and Barbara Briggs Haljun, His Wife

("Borrower"), and CONTINENTAL BANK N.A., a national banking association ("Lender").

WITNESSETH That:

Borrower has executed and delivered a Private Equity Line Agreement (the "Agreement") dated November 5, 1990 with a Credit Limit in the amount of \$ 277,000.00 from Lender to Borrower; and

Borrower has delivered to Lender a Mortgage (the "Mortgage") dated November 5, 1990 encumbering certain real property (the "Property") in Cook County, Illinois which Mortgage was recorded on December 6, 1990 as Document No. 90192749 in the office of the Recorder of Deeds, Cook County, Illinois. The Property is legally described as follows:

The North West 75 Feet of Lot 6 in Block 4 in Kenilworth, being a Subdivision of part of Fractional Sections 22, 27 and 28, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED

1992 SEP -1 PM 3:53

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P.T.N. 05-28-219-010-0000 Common Address: 422 Abbotsford Road, Kenilworth, IL 60043

Lender is the current holder of the Agreement and is the Mortgagee under the Mortgage; and

Borrower has requested that Lender increase the Credit Limit on the Loan from \$ 277,000.00 to \$ 400,000.00 and Lender is willing so to do provided Borrower execute an Amendment to Agreement and such further documents as Lender 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 parties hereto agree as follows:

1. The paragraph entitled "Indebtedness Being Secured" on the first page of the Mortgage is hereby amended by deleting the original Credit Limit in the amount of \$ 277,000.00 and replacing it with a Credit Limit amount of \$ 400,000.00.

2. Wherever in the Mortgage or any other instrument evidencing, securing and guaranteeing the Loan (herein together called the "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 as amended. 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 Private Equity Line Mortgage Modification Agreement on and as of the date first above written.

ATTEST:

CONTINENTAL BANK N.A.

By: Lyle Logan
Lyle Logan
Title: Vice President

Joy L. Khile
Title: Vice President

William R. Haljun
Borrower William R. Haljun

Barbara Briggs Haljun
Borrower Barbara Briggs Haljun

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Jean M. Lamberth, a notary public, in and for the County and State aforesaid DO HEREBY CERTIFY that Joy L. Khile and Lyle Logan of Continental Bank N.A., a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of August 1992

My commission expires:

"OFFICIAL SEAL"
JEAN M. LAMBERTH
Notary Public, State of Illinois
My Commission Expires 11-3-95

Jean M. Lamberth
Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Jean M. Lamberth, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William R. Haljun AND Barbara Briggs Haljun, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me that he (she) signed and delivered said instrument as his (her) own free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 26th day of August 1992

My Commission expires:

"OFFICIAL SEAL"
JEAN M. LAMBERTH
Notary Public, State of Illinois
My Commission Expires 11-3-95

Jean M. Lamberth
Notary Public