

UNOFFICIAL COPY 92941786

HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT

THIS HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT (the "Modification") is made as of this 4th day of December, 1992, ("Effective Date") by and between

COLONIAL BANK

an Illinois banking corporation and the owner of the mortgage hereinafter described ("Colonial Bank"), and Paul M Rakoncaj, Jr

representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on March 22, 1991, for full value received, Owner executed and delivered to Colonial Bank, a certain Home Equity Line of Credit Variable Interest Rate Promissory Note in the principal amount of Twenty Eight Thousand Dollars and no/100 (\$ 28000.00) (the "Note"), made payable to Colonial Bank. Owner secured the payment of said Note by granting to Colonial Bank a certain Mortgage ("Mortgage"), which was recorded in the Office of the Recorder of Deeds or Registrar of Titles of Cook County, Illinois, as Document Number 91749644, encumbering certain real estate described as follows:

Lot 25 in Block 1 in Wagner and Kirchner's Belmont Terrace Subdivision of the West 1/4 of the North West 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

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Permanent Index No. 13-30-102-033
Commonly known as: 3104 N Nordica, Chicago, IL 60634

WHEREAS, Owner also executed a Home Equity Line of Credit Agreement and Disclosure Statement ("Agreement") in conjunction with the Note and Mortgage referenced above.

WHEREAS, Colonial Bank and Owner wish to modify the Note, Mortgage and Agreement based on the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Colonial Bank and Owner hereby agree that the Note, Mortgage, and Agreement are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Maximum Credit Amount. As of the Effective Date, the Principal/Maximum Credit Amount set forth in the Note/Agreement is \$ 38000.00.

2. Principal/Maximum Credit Amount Increase. Colonial Bank agrees to increase the Principal/Maximum Credit Amount under the Note, Mortgage and Agreement by \$ 10000.00 to \$ 48,000.00. Colonial Bank and Owner agree that such increase shall become part of the Principal/Maximum Credit Amount under the Note, Mortgage and Agreement, and that such sums shall be repaid as therein provided. Colonial Bank and Owner further acknowledge that Colonial Bank shall advance said increase subject to certain restrictions set forth herein.

MAIL TO: COLONIAL BANK
5850 W. BELMONT AVE
CHICAGO, IL 60634

BOX 333

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3. Extension of Time for Payment. A final payment which will include the total outstanding Principal balance, together with accrued and unpaid interest, fees and charges, if any, under this Note will be due and payable on demand of the Bank on or after five (5) years from the date of this Modification. r.k.

4. Interest Rate. The ANNUAL PERCENTAGE RATE will be determined by adding _____ percent (_____ %) to the Prime Rate as reported in the Money Rate section of The Wall Street Journal on the first business day of such billing period ("the Prime Rate").

5. Default. If any part of said outstanding Principal indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire outstanding principal sum secured by said mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

6. Notification. This Modification is supplementary to the Note, Mortgage and Agreement described above. Except as modified herein, all of the terms, provisions and covenants of the Note, Mortgage and Agreement not expressly modified by this Home Equity Line of Credit Modification Agreement, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall inure to the benefit of any holder of said note or notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

7. Prior Name. Colonial Bank was formerly known as COLONIAL BANK AND TRUST COMPANY OF CHICAGO. Any references to the prior name in any of the documents described herein shall be deemed to be references to Colonial Bank.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Home Equity Line of Credit Modification Agreement as of the Effective Date.

OWNER:

Paul M. Rakoncay, Jr.
PAUL M. RAKONCAY, JR.

COLONIAL BANK

By: [Signature]

Attest: [Signature]

Its: Dennis Kanara, AVP

Its: Pasquale Malfitano, AVP

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that the above names, 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 he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary seal this 21st day of December, 1990.



NOTARY PUBLIC
My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, Trust Officer and _____ of COLONIAL BANK, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Trust Officer and _____ 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 Banking Corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal to be affixed to said instrument as _____'s own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1990.

SEAL

NOTARY PUBLIC
My commission expires: _____

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