

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 3rd day of FEBRUARY, 1992 by and between PATRICK H. HAGERTY III and ELEANORA HAGERTY, his wife ("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 DECEMBER 20, 1989 with a Maximum Credit Amount in the amount of \$ 30,000.00 from Bank to Borrower; and

Borrower has delivered to Bank a Mortgage (the "Mortgage") dated DECEMBER 20, 1989 encumbering certain real property (the "Property") located in COOK County, Illinois, which Mortgage was recorded on JANUARY 03, 1990 in the office of the Recorder of Deeds, COOK County, Illinois as Document Number 90901968 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:

THE SOUTH 1 FOOT OF LOT 12, ALL OF LOT 13, AND THE NORTH 5 FEET OF LOT 14 IN BLOCK 13 IN COCHRAN'S THIRD ADDITION TO EDGEWATER IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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and has the common address of 5226 NORTH WAYNE, CHICAGO, ILLINOIS 60640 ("Property Address"); and has the permanent index number of 14-08-125-027.

Borrower has requested that Bank increase the Credit Limit on the Loan from \$ 30,000.00 to \$ 50,000.00 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 \$30,000.00 and replacing it with a Maximum Principal sum of \$ 50,000.00.

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.

92085819

Handwritten initials/signature

UNOFFICIAL COPY

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

BORROWER

Patrick Hagerty
NAME: PATRICK H. HAGERTY III

Eleanor Hagerty
NAME: ELEANORA HAGERTY

Community Bank and Trust Company of Edgewater

BY: Mark E. Frigetto
Its VICE PRESIDENT

ATTEST:

BY: Albert F. Junc
Title LOAN OFFICER

COOK COUNTY, ILLINOIS
FILED FOR RECORD

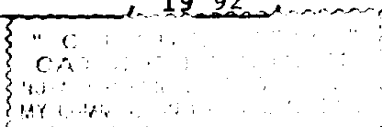
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STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICK H. HAGERTY III and ELEANORA HAGERTY, his wife 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 3rd day of FEBRUARY, 1992



Albert F. Junc
NOTARY PUBLIC
My commission expires: _____

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. JUNC, 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 3rd day of FEBRUARY, 1992



Albert F. Junc
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

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