

# Home Equity Line of Credit Loan Modification Agreement

Reference is made to

- A. the First Illinois "Home Equity" Line of Credit Loan Agreement ("Agreement")
- B. that certain "Home Equity" Line of Credit Mortgage Note ("Note") executed by Frank H. Whitehand and Carolyn L. Whitehand, his wife, as Joint Tenants ("Borrower")

C. the "Home Equity" Mortgage recorded on February 15, 1987 as document number 87585582 with the (Recorder of Deeds) Register of Deeds Cook County, Illinois (Mortgage) as to the property legally described on Exhibit A attached hereto and commonly known as 1137 GREENWOOD AVE WILMETTE, IL 60091 ("Property")

D. if applicable, the Guaranty ("Guaranty") of N/A and COOK COUNTY RECORDER ("Guarantors") and

E. if applicable, the Collateral Assignment of Beneficial Interest dated N/A applicable to Trust created under Agreement dated and known as Trust No ("Collateral Assignment"), which was granted as security interest for repayment of the Note in addition to or in lieu of the Mortgage


The Agreement, Note, Mortgage, Guaranty and Collateral Assignment are each dated as of January 29, 1987 and executed by Borrower and/or the Guarantors

Borrower has requested that First Illinois Bank of Wilmette Bank ("Bank"), holder of the Note, to (a) increase the "Maximum Line of Credit" (as defined in the Agreement) and (b) to extend the maturity of the Note. Bank is willing to agree to such request.

NOW, THEREFORE, for good and valuable consideration, Borrower and Guarantors, if applicable, and Bank acknowledge and agree as follows:

- Borrower (and Guarantors, if applicable) do hereby acknowledge and agree that the Agreement, Note, Mortgage, Guaranty, and/or Collateral Assignment are in full force and effect and that the Property, is being provided as the principal residence of Borrower (or Guarantor, if applicable)
- The Maximum Line of Credit referred to in the Agreement and Note is hereby changed from \$ N/A to \$ \_\_\_\_\_
- The Maturity Date (as defined in the Note) is hereby changed from 1/31/92 to 1/31/97
- Guarantors, if applicable, do hereby reaffirm and ratify their Guaranty **92090700**
- The Mortgage and/or Collateral Assignment is hereby modified to provide that such instrument(s) and the trust(s) created thereby, continue as security for repayment of the Note as modified hereby.
- In all other respects the Agreement, Note, Mortgage and/or Collateral Assignment and Guaranty are hereby ratified and reaffirmed.
- In the event the Borrower executing this Agreement is an Illinois land trust, this Agreement is executed by Borrower, not personally, but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Borrower hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Borrower personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by the Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder and that so far as Borrower is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured by the Mortgage shall look solely to the Property, hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

Dated at Wilmette, Illinois as of February 5, 19 92

Signature Page Attached 

RE: TITLE SERVICES # R3-381-RY

# UNOFFICIAL COPY

BORROWER Frank H. Whitehand & Carllyn L. Whitehand  
 Frank H. Whitehand  
Carllyn L. Whitehand  
 Carllyn L. Whitehand  
 GUARANTORS (if applicable)

FIRST ILLINOIS BANK OF WILMETTE  
 By Caro C. Gregg  
 Caro C. Gregg  
 Assistant Vice President

### DOCUMENT PREPARED BY AND TO BE RETURNED TO

Roberta Lotsoff  
First Illinois Bank of Wilmette  
1200 Central Avenue  
Wilmette, IL 60091

REAL ESTATE PROPERTY INDEX NO 55-27--311-551

STATE OF ILLINOIS )  
 COUNTY OF COOK )

I, ROBERTA S LOTSOFF a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that Frank H. Whitehand & Carllyn L. Whitehand personally appeared before me and acknowledged that he signed the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 5th day of February 1992

Roberta S Lotsoff  
 Notary Public

STATE OF ILLINOIS )  
 COUNTY OF COOK )

I, ROBERTA S LOTSOFF a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that Caro C. Gregg of First Illinois Bank of Wilmette personally appeared before me in person and acknowledged that she signed the foregoing instrument as her free and voluntary act, and as the free and voluntary act of said Bank, and caused the Corporate Seal of said Bank to be affixed thereto for the uses and purposes therein set forth.

Given under my hand and seal this 5th day of February 1992

Roberta S Lotsoff  
 Notary Public

STATE OF ILLINOIS )  
 COUNTY OF COOK )

I, \_\_\_\_\_ a notary public in and for the State and County aforesaid DO HEREBY CERTIFY that \_\_\_\_\_ of \_\_\_\_\_ Bank, personally appeared before me and acknowledged that \_\_\_\_\_ he signed the foregoing instrument as his/her free and voluntary act, and as the free and voluntary act of said Bank, not personally but as Trustee aforesaid, and caused the Corporate Seal of said Bank to be affixed thereto, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

000000000

# UNOFFICIAL COPY

EXHIBIT 9 2 0 9 0 7 0 1

LEGAL DESCRIPTION FOR LOAN MODIFICATION DATED February 5, 1992 IN THE AMOUNT OF \$ 100,000.00  
EXECUTED BY Frank H. Whitehand & Carlyn L. Whitehand, his wife, as Joint Tenants  
PIN 05-27-311-001  
COMMONLY KNOWN AS 1137 Greenwood Ave., Wilmette, IL 60591

THE WEST 150 FEET OF THE NORTH 1/2 (EXCEPT THE SOUTHERLY 10 FEET THEREOF TAKEN FOR ALLEY) OF BLOCK 29 IN GAGE'S ADDITION TO THE VILLAGE OF WILMETTE, BEING A SUBDIVISION OF FRACTIONAL SOUTHWEST 1/4 AND FRACTIONAL NORTHEAST 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 5 CHAINS OF FRACTIONAL SOUTHEAST 1/4 AND THE EAST 50 FEET OF FRACTIONAL NORTHWEST 1/4 OF SAID SECTION 27, AND ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, LYING EAST OF CHICAGO AND MILWAUKEE RAILROAD IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office  
20090700