UNOFFICIAL COPY,

HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT

THIS	HOME	EQUIT	ry I	LINE	OF	CREDIT	MODIFI	CATI	ON	AGREEMENT	(the	"Mc	odifica-
tion'	') IS	MADE	AS	OF	THIS	28th	DAY	OF	Fel	oruary ,	19	92.	("Effec-
tive	Date'	') BY	ANI	D BE	TWEE	N							•

FIRST COLONIAL BANK OF ELK GROVE

AN ILLINOIS BANKING CORPORATION AND THE OWNER OF THE MORTGAGE HEREINAF-TER DESCRIBED ("First Colonial Bank of Elk Grove"), AND Pasquale E. Cucci and Joanne M. Cucci REPRESENTING HIM/HER/ITSELF OR SELVES TO BE THE OWNER OR OWNERS OF THE REAL ESTATE HEREINAFTER DESCRIBED ("Owner").

WHEREAS, ON March 14 , 1987 , FOR FULL VALUE RECEIVED, OWNER EXECUTED AND DELIVERED TO First Colonial Bank of Elk Grove, A CER-, 1987, FOR FULL VALUE RECEIVED. TAIN HOME EQUITY LINE OF CREDIT VARIABLE INTEREST RATE PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF Fifty Thousand and no/100ths Dollars (\$_50,0%3.10) (the "Note"), MADE PAYABLE TO First Colonial Bank of Elk Grove. OWNER SECURED THE PAYMENT OF SAID NOTE BY GRANTING TO First Colonial bank of Elk Grove A CERTAIN MORTGAGE ("Mortgage"), WHICH WAS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OR REGISTRAR OF TITLES OF COUNTY, ILLINOIS, AS DOCUMENT NUMBER 87143735
ENCUMBERING CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS:

Lot 259 in Partylew Heights Subdivision, being a Subdivision in the Northeast Quarter of Section 36, Township 41, North, Range 10 East of the Third Principal Meridian, According to the Plat TOOK COUNTY thereof recorded April 13, 1978 as Document 24399728, in Cook County, Illinois

92100019

473.98 64.193:06 35.43 E F

PERMANENT REAL ESTATE INDEX # ___07 36 211 02 COMMONLY KNOWN AS: 1218 Chester Lane Elk Grove Village, 11 60007

WHEREAS, OWNER ALSO EXECUTED A HOME EQUITY LIEF OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") IN CONJUNCTION WITH THE NOTE AND MORTGAGE REFERENCED ABOVE.

WHEREAS, First Colonial Bank of Elk Grove 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, First Colonial Bank of EA Grove AND OWNER HEREBY AGREE THAT THE NOTE, MORTGAGE, AND AGREEMENT AND HEREBY MODIFIED AS FOLLOWS:

- 1. 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.
- 2. Interest Rate. The Annual Percentage Rate will be determined by adding one-half percent (-.50-Z) to the Prime Rate as reported in the Money Rate section of the Wall Street Journal on the first bustness day of such billing period ("the Prime Rate").

UNOFFICIAL COPY

- 3. <u>Default</u>. If any part of said outstanding Principal indebtedness of 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, shall immediately be due and payable, in the same manner as if said Modification had not been granted.
- 4. Ratification. 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.

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 :

OWNER :

County ! oanne M.

FIRST COLOMIAL BANK OF

ATTEST:

Commercial Loan Officer

STATE OF ILLINOIS

COUNTY OF -

The understand, 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 rerson and acknowledges that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act for the uses and surposes therein set forth.

92160319

GIVEN under my hand and Notary seal this 26th day of

スプモンのスペッ SCOTT R. GHOLVE. NOTARY PULLIC, SIZE

My Commission

My Commission expires:

This document prepared by:

Christine M. Cooper First Colonial Bank of Elk Grove 1100 West Devon Avenue Elk Grove Village, Il 60007

Return to: First Colonial Bank of Elk Grove 1100 West Devon Avenue Elk Grove Village, Il 60007