

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 La Salle National Trust, N.A. as ("Borrower"); Trustee under Trust Agreement dated 3/1/72 and known as Trust No. 43731 and not personally
- C. the "Home Equity" Mortgage recorded on August 22, 1988 as document number 88379629 with the (Recorder of Deeds) (Register of Deeds) (Cook) Cook County, Illinois ("Mortgage") as to the property legally described on Exhibit A attached hereto and commonly known as 1336 Greenwillow Lane, Glenview, IL 60025 ("Property");
- D. if applicable, the Guaranty ("Guaranty") of John C. Dugan and N/A ("Guarantors"); and
- E. if applicable, the Collateral Assignment of Beneficial Interest dated November 10, 1982 applicable to La National Trust, N.A. as Trust created under Agreement dated March 1, 1972 and known as Trust No. 43731 ("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 July 29, 19 88 and executed by Borrower and/or the Guarantors.

Borrower has requested that ~~First Illinois Bank~~ Bank One, Wilmette ("Bank"), holder of the Note, to: (a) increase the "Maximum Line of Credit" (as defined in the Agreement); and/or (b) 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:

1. 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 occupied 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 \$ \*35,000.00\* to \$ \*75,000.00\*

The Maturity Date (as defined in the Note) is hereby changed from July 31, 1993 to July 31, 1998

Guarantors, if applicable, do hereby reaffirm and ratify their Guaranty.

The Mortgage and/or Collateral Assignment is hereby modified to provide that such instrument(s) and the lien(s) created thereby continue as security for repayment of the Note as modified hereby.

6. In all other respects, the Agreement, Note, Mortgage and/or Collateral Assignment and Guaranty are hereby ratified and reaffirmed.

7. 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 thereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

Dated at Wilmette Illinois as of April 16, 19 92

(signature page attached)

27/1/92

R4-1340-\$  
REITILE SERVICES #2

92295310

DEPT. OF RECORDS  
\$27.00  
\$5666 + A \* 92-295310  
COOK COUNTY RECORDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92295310

Given under my hand and seal this 16th day of April 1992. Notary Public, State of Illinois, Kathleen E. Bye.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
I, the undersigned, a notary public in and for the State and County aforesaid, DO HEREBY CERTIFY that ROSAMARY COLLINS ASST VICE PRESIDENT of SUSAN M. LOGAN & CO LA SALLE NATIONAL TRUST, BANK personally appeared before me and acknowledged that she 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 16th day of April 1992. Notary Public, State of Illinois, ROBERTA S. LOTSOFF. My Commission Expires 3-2-95.

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 Joyce I. Hotteler of First Illinois Bank of Bank One, Wilmette personally appeared before me in person and acknowledged that she signed the foregoing instrument as his/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 16th day of April 1992. Notary Public, State of Illinois, ROBERTA S. LOTSOFF. My Commission Expires 3-2-95.

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 John C. Dugan signed the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

REAL ESTATE PROPERTY INDEX NO. 04-35-124-011  
Wilmette, IL 60091

1200 Central Avenue  
Bank One, Wilmette

Roberta Lotsoff  
DOCUMENT PREPARED BY AND TO BE RETURNED TO:

JOHN C. DUGAN

GURANTORS (if applicable)  
BY: Joyce I. Hotteler Assistant Vice President

BANK: FIRST ILLINOIS BANK BANK ONE, WILMETTE

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RIDER ATTACHED TO AND MADE A PART OF

~~MORTGAGE~~

HOME EQUITY LINE OF CREDIT LOAN

(~~REGISTERED INSTRUMENT~~)  
(~~REGISTERED INSTRUMENT~~)  
(~~REGISTERED INSTRUMENT~~)  
(MODIFICATION AGREEMENT)

Dated April 16, 1992

Under Trust No. 43731

This instrument is executed **LASALLE NATIONAL TRUST, N.A.**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL TRUST, N.A.** are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL TRUST, N.A.** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL TRUST, N.A.**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE NATIONAL TRUST, N.A.**, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL TRUST, N.A.** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Form XX0786  
5/1/90

Clerk's Office 32295310

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## EXHIBIT A

LEGAL DESCRIPTION FOR LOAN MODIFICATION DATED APRIL 16, 1992  
IN THE AMOUNT OF \$ \*75,000.00\*, EXECUTED BY La Salle National Bank, a  
National Banking Association, as Trustee under Trust Agreement dated 3/1/72 and known as  
Trust Number 43731.  
PIN: 04-35-124-011  
COMMONLY KNOWN AS: 1336 GREENWILLOW, GLENVIEW, IL 60025

THAT PART OF LOT 57 IN WYATT AND COON'S RESUBDIVISION OF PART OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1958 IN BOOK 518 OF PLATS, PAGE 19, AS DOCUMENT NUMBER 17266027 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID LOT 57, 103.15 FEET NORTHERLY OF THE SOUTH WESTERLY CORNER OF SAID LOT 57; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 41 MINUTES AS MEASURED FROM SOUTH TO EAST WITH THE WESTERLY LINE OF SAID LOT 57, 64.90 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 57 MINUTES AS MEASURED FROM WEST TO NORTH WITH THE LAST DESCRIBED LINE, 49.90 FEET TO THE SOUTHERLY LINE OF LAKE AVENUE, AS WIDENED, THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LAKE AVENUE, 80.60 FEET TO THE EASTERLY LINE OF SAID LOT 57; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 57, 38.17 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 97 DEGREES 23 MINUTES, AS MEASURED FROM NORTH TO WEST AND THE EASTERLY LINE OF SAID LOT 57 (SAID LINE BEING ALSO THE CENTER LINE OF A PARTY WALL EXTENDED EASTERLY AND WESTERLY) 74.80 FEET TO THE POINT OF BEGINNING.

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