

Home Equity Line of Credit Loan Modification Agreement

DEPT. OF RECORDS & CLERK OF COURT
\$25.50

9293 * - 92 - 319247
COOK COUNTY RECORDER

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 Bank One, Wilmette, formerly known as ("Borrower"); First Illinois Bank of Wilmette as Trustee under Trust Agreement dated 6/18/86 and known as Trust No. TWB-0493
- C. the "Home Equity" Mortgage recorded on July 31, 1987 as document number 3639945 with the (~~Recorder of Deeds~~) (Registrar of Torrens Titles), Cook County, Illinois ("Mortgage") as to the property legally described on Exhibit A attached hereto and commonly known as 2222 Chestnut Ave., Wilmette, IL 60091 ("Property");
- D. if applicable, the Guaranty ("Guaranty") of F. James Heider and Margery A. Heider ("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 April 4, 19 87 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)
- 2. The Maximum Line of Credit referred to in the Agreement and Note is hereby changed from \$ N/A to \$ _____
- 3. The Maturity Date (as defined in the Note) is hereby changed from April 30, 1997 to April 30, 1998
- 4. Guarantors, if applicable, do hereby reaffirm and ratify their Guaranty
- 5. The Mortgage and/or Collateral Assignment is hereby modified to provide that such instrument(s) and the terms 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

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Dated at Wilmette Illinois as of April 3 19 92

Signature page attached

25.50

RE: TITLE SERVICES & RECORDS - 3818

UNOFFICIAL COPY

BORROWER: Bank One, Wilmette formerly known as First Illinois Bank of Wilmette as Trustee under Trust Agreement dated 6/18/86 and known as Trust No. TWA 0193

BANK OF ILLINOIS BANK, BANK ONE, WILMETTE

BY: Mildred T. Smith
GUARANTORS (if applicable)

VICE PRESIDENT AND TRUST OFFICER

By: Claudia D. Vopal
Assistant Vice President

F. James Heider
F. James Heider

Margery A. Heider
Margery A. Heider

DOCUMENT PREPARED BY AND TO BE RETURNED TO

Roberta Lotsoff

Bank One, Wilmette

1200 Central Avenue

Wilmette, IL 6009



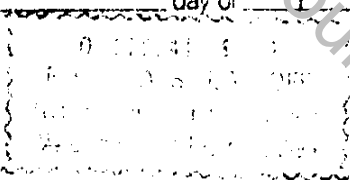
REAL ESTATE PROPERTY INDEX NO. 05-28-300-033

92319247

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 F. James Heider and Margery A. Heider, personally appeared before me and acknowledged that they 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 3rd day of April, 1992

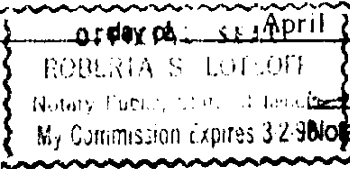


Roberta S. Lotsoff
Notary Public

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 Claudia D. Vopal of BANK ONE, WILMETTE 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 3rd day of April, 1992

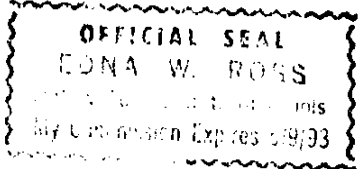


Roberta S. Lotsoff
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I, EDNA W. ROSS, a notary public in and for the State and County aforesaid, DO HEREBY CERTIFY, that MILDRED T. D. SMITH, Vice President & Trust Officer of BANK ONE, WILMETTE 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 3rd day of APRIL, 1992



Edna W. Ross
Notary Public

UNOFFICIAL COPY

EXHIBIT A 3 1 9 1 1 7

LEGAL DESCRIPTION FOR LOAN MODIFICATION DATED April 3, 1992 IN THE AMOUNT OF \$ *125,000.00*

EXECUTED BY Bank One, Wilmette formerly known as First Illinois Bank of Wilmette as Trustee under Trust Agreement dated 6/18/86 and known as TWB-0493.
PIN 05-28-300-033

COMMONLY KNOWN AS 2222 Chestnut, Wilmette, IL 60091

THE WEST FIFTY (50) FEET OF LOT THERE (3) IN KING'S FIELDS, BEING A SUBDIVISION OF THOSE PARTS OF LOTS TWO (2), THREE (3) AND FOUR (4) LYING WEST OF THE CENTER LINE OF RIDGE AVENUE OF BARBARA WAGNER'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH FIFTY (50) ACRES OF THE NORTH SIXTY (60) ACRES OF THE SOUTHWEST QUARTER (1/4) OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID KINGS FIELDS, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 91981.

Property of Cook County Clerk's Office

92319247

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