

UNOFFICIAL COPY

Equity Money Service

BANK ONE

93719883

Home Equity Line of Credit Loan Modification Agreement

Reference is made to

- A. that certain Home Equity Agreement and Disclosure Statement ("Agreement") executed by **JOHN D. LANE AND GAIL A. LANE, HIS WIFE, AS JOINT TENANTS** ("Borrower"), and
- B. the Revolving Credit Mortgage recorded on **MARCH 3, 1992** as document number **92132093** with the Recorder of Deeds, **COOK** County, Illinois ("Mortgage") as to the property legally described on Exhibit A attached hereto and commonly known as **206 TIMBERCREST DRIVE, SCHAUMBURG, IL 60193** ("Property") executed by Borrower or **NA** as trustee ("Trustee") under Trust Agreement dated **NA** and known as Trust No. **NA** ("Trust").

The Agreement and Mortgage are each dated as of **DECEMBER 4, 1991**

Borrower has requested Bank One, **CHICAGO, NA** ("BANK ONE") to: (a) increase the maximum line of credit available under the Agreement; and/or (b) extend the Maturity as provided for in the Agreement. BANK ONE is willing to agree to such request.

NOW, THEREFORE, for good and valuable consideration, Borrower (and Trust, if applicable) and BANK ONE acknowledge and agree as follows:

- Borrower does hereby acknowledge and agree that the Agreement is in full force and effect and that the Property is being occupied as the principal residence of Borrower.
- Borrower (and Trustee, if applicable) do hereby acknowledge and agree that the Mortgage is in full force and effect.
- The maximum credit limit referred to in the Agreement is hereby changed from \$ **100,000.00** to \$ **NO CHANGE**
- The Maturity Date is hereby changed from **DECEMBER 4, 2001** to **August 20, 2003**
- The Mortgage is hereby modified to provide that such instrument and the lien created thereby continues as collateral security for repayment of the obligations due under the Agreement as modified hereby.
- In all other respects, the Agreement and Mortgage are hereby ratified and reaffirmed.
- In the event the Trust executing this agreement is an Illinois land trust, this agreement is executed by the Trustee, 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 Agreement shall be construed as creating any liability on the Trustee personally to pay the obligations due under the Agreement or Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by BANK ONE and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee is personally concerned, the legal holder or holders of the obligations due under the Agreement 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 **ARLINGTON HEIGHTS**, Illinois as of **August 20, 1993**

SEE LEGAL ATTACHED AS EXHIBIT A.

TRUSTEE (if applicable)

BORROWER:

not personally but as Trustee aforesaid

John D. Lane
JOHN D. LANE

by

Gail A. Lane
GAIL A. LANE

its:

BANK ONE, CHICAGO, NA

County of

State of

DEPT-91 RECORDINGS \$23.50
749999 TRAM 0419 09/09/93 12:03:00
#9274 # *-73-719883
COOK COUNTY RECORDER

I, _____ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

person _____ whose name _____ personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free

and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19 _____

Notary Public

Commission Expires

93719883

2005 3498

Property of Cook County Bank's Office

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EXHIBIT A

PROPERTY LOCATED AT: 206 TIMBERCREST DRIVE
SCHAUMBURG, IL 60193

LEGAL DESCRIPTION:

LOT 365 IN TIMBERCREST WOODS, UNIT NO. 5, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21 AND THE SOUTHWEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 20329340 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AND REGISTERED AS DOCUMENT NO. 2360643, IN THE OFFICE OF THE REGISTRAR OF TITLES.

P.I.N. # 07-22-305-010

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