

UNOFFICIAL COPY

Equity Money Service

Home Equity Line of Credit Loan Modification Agreement

BANK ONE

Reference is made to:

- A. that certain Home Equity Agreement and Disclosure Statement ("Agreement") executed by **PAUL V. KAULAS AND SALLY L. KAULAS, HIS WIFE, IN JOINT TENANCY** ("Borrower"); and
- B. the Revolving Credit Mortgage recorded on **MARCH 24, 1988** as document number **88121294** with the Recorder of Deeds, **COOK** County, Illinois ("Mortgage") on the property legally described on Exhibit A attached hereto and commonly known as **921. 13TH ST., WILMETTE, IL 60091** ("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 **March 12, 1988** **93235275**

Borrower has requested Bank One, **WILMETTE** ("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 \$ **150,000.00**.
- The Maturity Date is hereby changed from **March 31, 1993** to **MARCH 31, 2003**.
- The Mortgage is hereby modified to provide that such instrument and the lien created thereby continue 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.

SEE ATTACHED AS EXHIBIT "A"

Dated at **WILMETTE**, Illinois as of **March 27** **93235275**

TRUSTEE (if applicable)

not personally but as Trustee aforesaid

by _____

its: _____

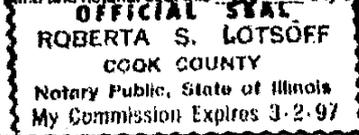
County of _____

State of _____

I, **ROBERTA LOTSOFF** a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **JOHN A. DERBYSHIRE**

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

and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this **27th** day of **March**, 19**93**



Roberta S. Lotsoff
Notary Public
Commission Expires: **3-2-97**

I, **PAUL V. KAULAS AND SALLY L. KAULAS, HIS WIFE** a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **PAUL V. KAULAS AND SALLY L. KAULAS, HIS WIFE**

person **S** whose name **S** **ARE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed, sealed and delivered the said instrument as **THEIR** free

and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this **27th** day of **March**, 19**93**

Roberta S. Lotsoff
Notary Public
Commission Expires: **3-2-97**

PIN of Property: **05-27-318-003 VOLUME 103**

This instrument prepared by and to be returned to Bank One, **WILMETTE**
Address: **1200 CENTRAL WILMETTE, IL 60091**



13057422

923.50

93235275

93235275

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

2782888

2782888

90235275

Handwritten signature

Handwritten signature

UNOFFICIAL COPY

61250216

Property of Cook County Clerk

PROPERTY ADDRESS: 921 13TH ST. WILMETTE, IL 60091

P.I.N. # 05-27-318-003 VOLUME 103

PARCEL 1: LOT 3 IN STOLP'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, AND 8 IN BLOCK 2 IN GROVER'S RESUBDIVISION OF BLOCK 28 IN WILMETTE, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 10.0 FEET OF THE BACATED PORTION OF THE PUBLIC ALLEY IN STOLP'S RESUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, AND 8 IN BLOCK 2 OF A. J. GROVER'S RESUBDIVISION OF BLOCK 28 IN WILMETTE VILLAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 11, 1893 IN BOOK 60 OF PLATS, PAGE 21 AS DOCUMENT NUMBER 1846888 SAID VACATION COMPRISING THAT PART OF THE PUBLIC ALLEY AFORESAID LYING SOUTH OF THE NORTH LINE OF LOT 3 EXTENDED NORTH AND WEST OF A LINE DRAWN FROM THE NORTH WEST CORNER OF SAID LOT 4 TO A POINT IN THE EAST LINE OF LOT 5 AFORESAID 139.04 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 2, ALL IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.