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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 18TH day of June, 1994 by and between First Colonial Trust Company, not personally but as trustee, u/t/a dated 02/05/87 and known as Trust #8702407-E ("Grantor"), and Community Bank and Trust Company of Edgewater, a State Banking Corporation, with its office located at 5340 N. Clark Street, Chicago, Illinois 60640 ("Bank").

WITNESSETH THAT:

Grantor has executed and delivered a Home Equity Line of Credit Promissory Note, Agreement and Disclosure (the "Agreement") dated November 03, 1992 with a Maximum Credit Amount in the amount of \$50,000.00 from Bank to Grantor; and

Grantor has delivered to Bank a Mortgage (the "Mortgage") dated November 03, 1992 encumbering certain real property (the "Property") located in Cook County, Illinois, which Mortgage was recorded on November 10, 1992 in the office of the Recorder of Deeds, Cook County, Illinois as Document Number 92838991 for the purpose of securing the repayment of Grantor's obligation to Bank under the Agreement and such Mortgage. The Property is legally described as follows:

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SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PIN# 04-21-103-017-1020

. DEPT-01 RECORDING	\$27.00
. T#9999 TRAN 4578 07/11/94 10:28:00	
. #9512 + DW * -94-598429	
. COOK COUNTY RECORDER	

and has the common address of 2416 Cobblewood Drive Unit #16, Northbrook, Illinois 60062 ("Property Address"); and has the permanent index number of 04-21-103-017-1020.

Grantor has requested that Bank increase the Amount of Indebtedness from \$50,000.00 to \$114,000.00 and Bank is willing to do so provided Grantor executes such further documents as Bank may require and that the original Mortgage is modified in the manner hereinafter set forth and, subject to the terms, provisions and conditions hereinafter contained.

In consideration of the foregoing and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The first page of the mortgage is hereby amended by deleting Maximum Principal sum of \$50,000.00 and replacing it with a Maximum Principal sum of \$114,000.00.

2. The first page of the mortgage is hereby amended by deleting The Annual Percentage Rate will be determined by adding one-half percent (0.0500) and replacing it with The Annual Percentage Rate will be determined by adding zero percent (0.0000) to the Prime rate.

3. Wherever in the mortgage or any other instrument evidencing, securing and guaranteeing the Loan (herein together called "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended.

4. In all other respects except as modified herein, the Loan Documents remain unmodified and in full force and effect.

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The parties have executed this Mortgage Modification Agreement on and as of the date first above written at Chicago, Illinois.

EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR:

* First Colonial Trust Company, as trustee Aforesaid, and Not Personally

*Successor to Community Bank & Trust Co. of Edgewater

Land Trust Officer

Debra A. ...
Assistant Trust Officer

LENDER:

Community Bank and Trust Company of Edgewater

BY: Mark E. Frighetto
Senior Vice President

ATTEST BY: Albert E. Jung
Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~Trust Officer and~~ Trust Officer of First Colonial Trust Company, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

GIVEN under my hand and notarial seal this 6th day of ~~June~~, July 1994.

Sharon McCann
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

My commission expires: _____
"OFFICIAL SEAL"
SHARON McCANN
Notary Public, Cook County, State of Illinois
My Commission Expires 10/95

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark E. Frighetto, Senior Vice President and Albert E. Jung, Assistant Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged and he/she did affix said corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of June, 1994.

" OFFICIAL SEAL "
CATHEE LAUGHLIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/9/96

Cathee Laughlin
NOTARY PUBLIC
My Commission Expires: 6-9-96

Prepared by and return to: Community Bank & Trust Company of Edgewater, Attn: Cathee Laughlin, 5340 N. Clark St., Chicago, Illinois 60640

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SCHEDULE A (CONTINUED)

LEGAL DESCRIPTION

UNIT NUMBER 16 IN COBBLEWOOD CONDOMINIUM AS DELINEATED ON SURVEY OF PARTS THEREOF IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 50 FEET AND THE SOUTH 492.08 FEET THEREOF) OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY M. J. MILES CONSTRUCTION COMPANY RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22747624 AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE OF INTEREST IN SAID PARCEL, SAID PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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Property of Cook County Clerk's Office

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/Modification Agreement

This Mortgage is executed by FIRST COLONIAL TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said FIRST COLONIAL TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said FIRST COLONIAL TRUST COMPANY personally to pay the said Note or any interest that may accrued thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said FIRST COLONIAL TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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