

# UNOFFICIAL COPY

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## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 25th day of July, 1994 by and between John W. Manning, a bachelor, and Jeanine E. Mellinger, a spinster ("Borrower"), 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:

Borrower has executed and delivered a Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated October 23, 1992 with a Maximum Credit Amount in the amount of \$50,000.00 from Bank to Borrower; and

Borrower has delivered to Bank a Mortgage (the "Mortgage") dated October 23, 1992 encumbering certain real property (the "Property"), located in Cook County, Illinois, which Mortgage was recorded on October 30, 1992 in the office of the Recorder of Deeds, Cook County, Illinois as Document Number 92809192 for the purpose of securing the repayment of Borrower's obligation to Bank under Agreement and such Mortgage. The Property is legally described as follows:

Lot 29 and the Northwesterly 1/2 of Lot 28 in Block 6 in Cairnduff's Addition to Edgewater, a subdivision in the East 1/2 of the Southwest 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY RECORDER

and has the common address of 1256 West Farley, Chicago, Illinois 60660 ("Property Address"); and has the permanent index number of 14-05-318-040 & 14-05-318-041.

Borrower has requested that Bank increase the Credit Limit on the Loan from \$50,000.00 to \$80,000.00 and Bank is willing to do so provided Borrower executes an Amendment to Agreement and 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 \$80,000.00.

2. 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.

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

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