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THIS INSTRUMENT PREPARED BY AND MAILED TO CHICAGO CITY BANK AND TRUST COMPANY, ILLINOIS  
ASSOCIATED BANK  
BY: BARBARA A. NUGENT, LOAN OFFICER  
200 EAST RANDOLPH DRIVE  
CHICAGO, ILLINOIS 60601

1994 SEP 30 AM 11:44

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HOME EQUITY LINE MORTGAGE MODIFICATION AGREEMENT

THIS HOME EQUITY LINE MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 30th day of August 1994, by and between CHICAGO CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 21, 1956 AND KNOWN AS TRUST NUMBER 5689, ("Borrowers"), and ASSOCIATED BANK, an Illinois Banking Association ("Lender")

W I T N E S S E T H That:

Borrower has executed and delivered an Associated Bank Home Equity Line of Credit Mortgage (the "Mortgage") dated October 26, 1989 encumbering certain real property (the "Property") in Cook County, Illinois which Mortgage was recorded on November 27, 1989 as Document Number 89563821, in the Office of the Recorder of Deeds, Cook County, Illinois.

The Property is legally described as follows:

LOT 4 IN ROSE'S LAKEWOOD SUBDIVISION BEING A RESUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE NORTH 17 FEET OF SAID LOT 1) IN MONSON & COMPANY'S RESUBDIVISION OF LOTS 1 TO 6, 12, 13 AND LOTS A, B, C AND PRIVATE DRIVE IN MONSON & COMPANY'S SECOND PALOS PARK A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE WEST 30 FEET OF THE VACATED WEST 90TH STREET BEING THE WEST PORTION OF VACATED WEST 90TH STREET PER DOCUMENT 16048293, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 11909 LAKEWOOD AVENUE, PALOS PARK, ILLINOIS 60464

PERMANENT INDEX NUMBERS: 23-27-202-012

Lender is the current holder of the Mortgage and is the Mortgagee under the Mortgage.

A N D

Borrower has requested that Lender extend the term. Lender is willing to do so provided Borrower execute an Amendment to the Mortgage and such further documents as Lender may require, and that the original Mortgage is modified in the manner hereinafter set forth, subject to the terms, provisions and conditions hereinafter contained.

In consideration of the foregoing and of the mutual covenants herein contained, the parties hereby agree as follows:

1. The paragraph entitled "Shall be due and payable" on the first page of the Mortgage is hereby amended by deleting the original maturity date of November 1, 1994 and replacing it with a maturity date of November 1, 1999.
2. This Modification Agreement shall not be construed in any way as a waiver of any of Lender's rights under the Mortgage.
3. In all other respects except as modified herein, the Home Equity Line of Credit Note, Mortgage and all related documents remain unmodified and in full force and effect.

**BORROWER:**

CHICAGO CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 21, 1956 AND KNOWN AS TRUST NUMBER 5689

See Explanatory Statement

BY: Barbara A. Nugent  
ITS: Loan Officer

ATTEST: [Signature]  
ITS: [Signature]

**LENDER:**

ASSOCIATED BANK

BY: [Signature]  
ITS: [Signature]

ATTEST: [Signature]  
ITS: [Signature]

BOX 333-CTI

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Property of Cook County Clerk's Office

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# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF A HOME EQUITY LINE MORTGAGE MODIFICATION AGREEMENT DATED AUGUST 30, 1994 BY AND BETWEEN THE UNDERSIGNED AND ASSOCIATED BANK, AN ILLINOIS BANKING ASSOCIATION

This instrument is executed by CHICAGO CITY BANK AND TRUST COMPANY, not in any personal capacity, but solely as Trustee, under and pursuant to that certain Trust Agreement herein described, and the trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representation made and contained in the within instrument, specifically including, without limitation, any covenant, representation, warranty, condition, agreement or indemnity pertaining to environmental pollution, toxic substances or hazardous wastes, it being specifically understood by any and all parties dealing with this instrument that said Bank has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said Trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted or be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, CHICAGO CITY BANK AND TRUST COMPANY, an Illinois corporation, not personally but as trustee under the provisions of a Trust Agreement dated September 21, 1956, and known as Trust Number 5689, has caused these presents to be executed, sealed and delivered as of the date above stated.

CHICAGO CITY BANK AND TRUST COMPANY,  
As Trustee, as aforesaid, and not  
personally,

BY:

[Signature]  
Vice President

ATTEST:

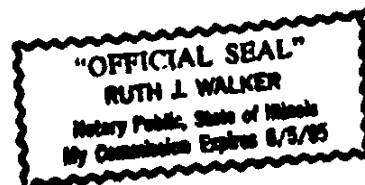
[Signature]  
Assistant Vice President

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF C O O K )

I, the undersigned, A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the aforementioned Vice President of the CHICAGO CITY BANK AND TRUST COMPANY and that the aforementioned Assistant Vice President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, for the uses and purposes therein set forth; and the said Assistant Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of September, 1994

[Signature]  
NOTARY PUBLIC



# UNOFFICIAL COPY

State of Illinois )  
County of Cook ) SS

I, THE UNDERSIGNED, a Notary Public in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_ of CHICAGO CITY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 21, 1956 AND KNOWN AS TRUST NUMBER 5689 and \_\_\_\_\_ of said Bank, personally known to me to be the same persons whose names are subscribed on the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ 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 Bank, for the uses and purpose therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to the instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

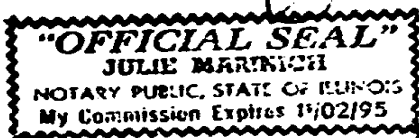
State of Illinois )  
County of Cook ) SS

I, THE UNDERSIGNED, a Notary Public in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_ of ASSOCIATED BANK, an Illinois Corporation, and \_\_\_\_\_ of said Bank, who are personally known to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as \_\_\_\_\_ and Robert A. Moore of said Bank and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank as their free and voluntary act, and as free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 16th DAY OF September, 1994.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



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