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## MODIFICATION AGREEMENT FOR HOME EQUITY CREDIT LINE MORTGAGE

This modification agreement dated 12-13-93 by and between American National Bank and Trust Company of Chicago ("Bank") and JOEL H. KAPLAN, DIVORCED AND NOT SINCE REMARRIED ("Borrower") concerning the Borrower's Home Equity Credit Line with the Bank.

WHEREAS, Borrower made, executed and delivered to Bank an Agreement and Disclosure for Home Equity Credit Line dated 6-29-93 in the principal amount of \$25,000.00, (the "Original Agreement").

WHEREAS, the Original Agreement is due and payable on 6-29-98.

WHEREAS, Borrower has executed a new Agreement dated as of 12-13-93 in the principal sum of \$50,000.00. This Agreement along with the Original Agreement are collectively referred to hereinafter as the "Agreement", with such other amendments, modifications, renewals, or replacements thereto.

WHEREAS, the Agreement is secured by a Home Equity Credit Line Mortgage (the "Mortgage") executed on 6-29-93 and recorded on 7-12-93 with the COOK County Recorder of Deeds as document number 93531744 and securing the real property legally described as follows:

SEE ATTACHED

DEPT-91 RECORDING \$29.50  
TERRILL TRAM 4211 01/13/94 09:59:00  
#93531744 \*94-044077  
COOK COUNTY RECORDER

Commonly Known As: 100 E. Huron - #1304 - Chicago, Illinois 60611  
Permanent Tax I.D: #17-10-105-014-1018

WHEREAS, Borrower warrants and represents to Bank that there are no other mortgages or any subsequent liens now outstanding against the mortgaged premises [other than the First Mortgage held by AMERICAN NATIONAL BANK dated 6-29-93 and recorded 7-12-93 in the office of the COOK County Recorder as document number 93531743] and that the lien created by the Mortgage, as modified herein is a valid [Second] Mortgage lien on the mortgaged premises previously described.

WHEREAS, Borrower and Bank have agreed to modify the terms and conditions of the Mortgage, as set forth below.

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NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties that the terms of the Mortgage are modified as follows:

1) Credit Limit - The Credit Limit is \$50,000.00, which the undersigned Borrower agrees not to exceed.

2) Borrower hereby agrees to pay the Bank a fee for procurement of a title report showing any and all recorded liens against the mortgaged premises.

3) Notwithstanding anything to the contrary herein, the terms and conditions of the aforementioned Agreement and Mortgage, not expressly modified by the terms of this Modification Agreement, shall remain in full force and effect. In all other respects, the Borrower reaffirms all of the terms, conditions, and covenants of the Agreement and Mortgage as identified above. In addition, this Modification neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the mortgage loan documents presently encumbering the mortgaged premises or any modifications thereof.

In consideration of the modification of the terms of the Agreement and Mortgage, as here and above set forth, Borrower hereby covenants and agrees to pay the balance of the indebtedness evidenced by the Agreement and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage and further agrees that the prepayment privilege now in effect shall remain in full force and in effect.

In Witness Whereof, the parties have executed this Modification Agreement as of the date and year first written above:

X *Joel H. Kaplan*  
Borrower Joel H. Kaplan

Borrower \_\_\_\_\_

*Please have your signature notarized*

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: *James Maloney*  
Its: \_\_\_\_\_

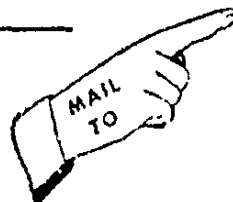
Prepared By: Joanne M. Compton

Signed before me this 13<sup>th</sup> day of

December, 1993.  
*Noel M. Waugh*  
Notary Public

Please Return To:  
AMERICAN NATIONAL BANK  
Home Equity Department  
33 North LaSalle  
Chicago, IL 60690

OFFICIAL SEAL  
NOEL M. WAUGH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7-8-97



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## PARCEL 1:

UNIT 1304 THE 100 EAST HURON STREET CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN CHICAGO PLACE A RESUBDIVISION OF THE LAND, PROPERTY AND SPACE WITHIN BLOCK 46 (EXCEPT THE EAST 75.00 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1990 AS DOCUMENT 90435974, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90620268, AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, APARTMENT EASEMENT FACILITIES, SIGN AND CANOPY, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, DELIVERIES, RECEIVING ROOM AND TRASH COMPACTOR ROOM, TRUCK RAMP, MECHANICAL ROOMS, ACCESS TO BUILDING ENTRANCES, EMERGENCY STAIRWAY, ENCROACHMENTS, EMERGENCY GENERATOR, GIRDERS SUPPORTING APARTMENT TOWER, RETAIL BUILDING ROOF ACCESS, PARKING SHUTTLE AND APARTMENT OWNED FACILITIES AS DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT RECORDED OCTOBER 5, 1990 AS DOCUMENT 90487310 OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

### A) RETAIL PARCEL LEGAL DESCRIPTION:

THE LAND, PROPERTY AND SPACE, LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED TRACT:

LOTS 1, 3 AND 4 IN CHICAGO PLACE A RESUBDIVISION OF THE LAND, PROPERTY AND SPACE WITHIN BLOCK 46 (EXCEPT THE EAST 75.00 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1990 AS DOCUMENT 90435974.

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