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MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT (Standard Form)

94172968

Dated as of January 7, 1994

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This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into by and between Roger Allan McCoy and Joan Rebecca McCoy, husband and wife an individual(s), and NORTHERN TRUST BANK/O'HARE N.A. (the "Bank").

WHEREAS, the Borrower has entered into the Northern Trust Bank/O'Hare Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated May 15, 1990, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$ 88,000.00 (the "Maximum Credit Amount");

WHEREAS, the Borrower as "Mortgagor" has executed and delivered to the Bank as "Mortgagee" an Equity Credit Line Mortgage (the "Mortgage") dated May 15, 1990 pursuant to which the Borrower did mortgage, grant, warrant, and convey to the Bank the Property located in the County of Cook, State of Illinois, legally described in Exhibit A attached hereto and incorporated herein by reference which has a street address of 912 Jeffrey Ct., Schaumburg, IL 60193, which Mortgage was recorded on May 12, 1990, as Document No. 90240618 by the office of the Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Agreement and the Mortgage, and the Borrower has requested that the Maximum Credit Amount be decreased from \$ 88,000.00 to \$ 25,000.00, and the Bank is willing so to do provided the Borrower executes this Amendment and any further documents as the Bank may require, and subject to the terms, provisions and conditions hereinafter contained;

Interest rate on the loan will be adjusted to Prime + 1%.

DEPT-01 RECORDINGS \$29.50
T89999 TRAN 2936 02/23/94 10:36:00
#5428 * -94-172968
COOK COUNTY RECORDER

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SAS - A DIVISION OF INTERCOUNTY

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Now, therefore, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 25,000.00" [new Maximum Credit Amount] for "\$ 88,000.00" [original Maximum Credit Amount].

2. Amendment to Agreement. Page 1 of the Agreement (entitled "Loans") is amended by substituting "\$ 25,000.00" [new Maximum Credit Amount] for "\$ 88,000.00" [original Maximum Credit Amount].

3. Effective Date. Subject to the other terms and conditions of the Agreement and the Mortgage, the new Maximum Credit Amount should be effective and available upon the expiration of the Borrower's right to rescind under federal Regulation Z, 12 CFR 226 (Truth in Lending).

4. References. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the loans made pursuant to the Agreement reference is made to the Mortgage or the Agreement, such reference shall from and after the date hereof be deemed a reference to the Mortgage or the Agreement as hereby modified and amended. From and after the date hereof the Mortgage shall secure loans up to the amended Maximum Credit Amount, with interest thereon, plus any other sums and obligations stated therein to be secured thereby.

5. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and the Agreement shall stand and remain unchanged and in full force and effect.

6. Miscellaneous. This Amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns. Wherever used herein the singular shall include the plural and vice versa, unless the context requires otherwise. All covenants and agreements of the Borrower shall be joint and several. Captions and headings herein are for convenience only and are not to be used to interpret or define the provisions hereof. This Amendment shall be governed by the Laws of Illinois.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

x Roger Allan McCoy
Roger Allan McCoy
x Joan Rebecca McCoy
Joan Rebecca McCoy

NORTHERN TRUST BANK/O'HARE N.A.

Attest:

By: Charles E. Egan

Its: SECOND VICE PRESIDENT

[Signature]
Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

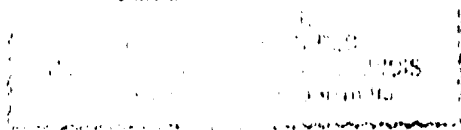
I, Michael J. McNichols, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROGER ALLAN MCCOY and JOAN REBECCA MCCOY personally appeared before me and acknowledged that ~~(s)he~~ [they] executed and delivered the foregoing instrument as ~~his, her~~ [their] free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this 12 day of JANUARY, 1973.

(SEAL)

[Signature]
Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
COUNTY OF COOK) SS

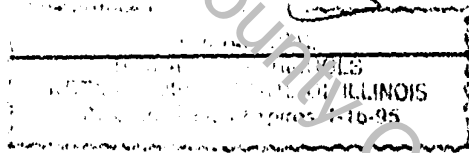
I, Michael J. McNichols a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles E. Gekas, Secord Vice President of NORTHERN TRUST BANK/O'HARE N.A., and Zachary Laska, Assistant Secretary of NORTHERN TRUST BANK/O'HARE N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secord Vice President and such Assistant Secretary and are personally known to me to be such Secord Vice President and such Assistant Secretary, appeared before me this day in person and acknowledged that they respectively signed and delivered and attested the said instrument as their free and voluntary act as such Secord Vice President and such Assistant Secretary, as aforesaid, and as the free and voluntary act of NORTHERN TRUST BANK/O'HARE N.A. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of January, 1993.

(SEAL)

Michael J. McNichols
Notary Public

My Commission Expires: _____



THIS INSTRUMENT WAS PREPARED BY AND MAILED TO:
NORTHERN TRUST BANK/O'HARE N.A.
Attention: CHUCK GEKAS
1501 Woodfield Road
Schaumburg, Illinois 60173
Telephone (708) 517-8800

5172905
Clerk's Office



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Lot 15143 in Section 2, Weathersfield Unit 15, being a Subdivision in the Southwest 1/4 of Section 21, Township 4th North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 1, 1968 by Document No. 20631223 in Cook County, Illinois.

Property Address: 912 Jeffrey Ct., Schaumburg, IL 60193
Property Index Number: 07-21-308-013

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