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American National Bank and Trust Company of Chicago

* 1978 * JM *-95-636 107

American National Bank and Trust Company of Chicago GODIFICATION AGREEMENT FOR HOME EQUITY CREDIT LINE MORTGAGE

This modification agreement dated Serg. 15, 1995 by and between American National Bank and Trust
Company of Chicago ("Bank") and BEVERLY BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED
APRIL 20, 1978 AND KNOWN AS TRUST NUMBER 8-5067
("Borrower") concerning the borrower's Hone Loulty Credit Line with the Bank.
Whereas, Borrower made, executed and delivered to Jank an Agreement and Disclosure for Home Equity Credit
Line dated July 7, 1995 in the principal amount of \$32,000.00 (the "Original
Agreement").
Whereas, the Original Agreement is due and payable on July), 2000
Whereas, Borrower has executed a new Agreement dated as of Sept. 15, 1995 in the principal sum
of \$40,000.00 . This Agreement along with the Original Agreement are collectively referred to
berginafter as the "Agreement", with such other amendments, modifications, relevals, or replacements thereto.
Section 11 Section 12
Whereas, the Agreement is secured by a Home Equity Credit Line Mortgage (the "Mo (gage") executed on
July 7, 1995 and recorded on Aug. 17, 1995 with the COOK County Recorder of Deeds as document number 95543861 and securing the real property legally
Whereas, the Agreement is secured by a Home Equity Credit Line Mortgage (the Mo tgage) executed on July 7, 1995 and recorded on Aug. 17, 1995 with the COOK County Recorder of Deeds as document number 95543861 and securing the real property legally described as follows: See Exhibit A attached hereto and made a part of.
Jeschben as follows: See Exhibit Withhelea never and image a fact of
Commonly Known as: 816 E. 99th Street - Chicago, Illinois 60628
Permanent Tax I.D.: #25-11-118-027-0000
Cillimeth (dx fib): 1/25-11-110-01/ 0000
Whereas, Borrower warrants and represents to Bank that there are no other mortgages or any subsequent liens
naw outstanding against the mostgaged premises fother than the First Mortgage held by
NONE dated
NONE dated and recorded in the office of the County Recorder as document number and that the lien created by the Mortgage, as modified herein is a valid (Second)
number 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.
Now therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it
s hereby agreed by and between the parties that the terms of the Mortgage are modified as follows:
A Credit Limit - the Credit Limit is \$ 40,000.00 . which the undersigned Borrower agrees not
) Credit Limit - the Credit Limit is \$ 40,000.00 , which the undersigned Borrower agrees not
o exceed.
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- 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, Dorrower hereby covenants and agrees to pay the balance of the indebtedness evidenced by the Agreement and secured by the Morte me as herein evidenced by the Agreement and secured by the Mortgage as herein modified. and to perform the caverants contained in the Mortgage and further agrees that the prepayment privilege now in effect shall remain in full since and in effect.

In Witness Whereof, the partic have executed this Modification Agreement as of the date and year first written above: Beverly Trust Co. as Successor Trustee to Beverly Bank Trust 8

American National Bank and Tense Company of Chicago

115: Vice President

Signed before me this 18 day of

This docurrent is made by Bevorly Trust Company as Truston and nor copied upon the express understanding that the Boy the Wind Company onters into the 2 and but person off and the good that no Personal limiter is remained by march. He was not be a real and against be very Trust Company because it was as a second of a real against grand the dominant of a metalog were in a at in it. If more fire billty, if any being expressly veryod, nor the HB; verly Trust Company be hold personally liable upon or in consequence of any of the covenants of this document, either expresse 1, or implied.

> OFFICIAL SEAL Andrew C. Rutturns NOTARY PUBLIC, STATE OF IZENOIS Commission Expires 09/28/

This document has been prepared by: Joanne M. Compton and upon recording, please return to:

American National Bank and Trust Company of Chicago

Attn: Home Equity Dept. 33 N. LaSalle St.

Chicago, 1L 60690

Rev. 4/95



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LOT 11 AND THE WEST 8 FEET OF LOT 12 IN BLOCK 3 IN COTTAGE GROVE HEIGHTS, BEING A SUBDIVISION OF PARTS OF THE WORTH 5 OF SECTION 10 AND SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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