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## SUPPLEMENT AND MODIFICATION TO LASALLE BANK NORTHBROOK EQUITY LINE OF CREDIT MORTGAGE AND EQUITY LINE OF CREDIT AGREEMENT NO.210-0-0145771 \_\_\_\_\_

This Supplement and Modification to LaSalle Bank Northbrook Equity Line of Credit Mortgage and Equity Line of Credit Agreement is entered into this 5th day of OCTOBER 1995, by and between JEFFREY A. WHEATLEY, AS SOLE OWNER (hereinafter jointly referred to as "Borrower") and LASALLE BANK NI its successors and assigns (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower made and delivered an Equity Line of Credit Agreement No. 210-0-0145771 dated JANUARY 9, 1995 in the principal amount of FORTY-THOUSAND DOLLARS and no/100 (\$ 40,000 ) Dollars (hereinafter referred to as the "Agreement") to Lender, which Agreement is secured by a Equity Line of Credit Mortgage dated JANUARY 9, 1995, (hereinafter referred to as the "Mortgage") which was recorded on JANUARY 20, 1995 , as Document No. 95044837 in the Office of the Recorder of Deeds, in COOK County, Illinois and other collateral; and (25444) Bill-1489

WHEREAS, Agreement principal in the amount of \$ 23,359.80 remains unpaid as of the date hereof; and

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WHEREAS, Borrower has requested that Lender agree to modify the Agreement and Mortgage and enter into this Supplement and Modification to LaSalle Bank Northbrook Equity Line of Credit Mortgage and Equity Line of Credit Agreement (hereinafter referred to as the "Supplement") dated OCTOBER 6, 1995 in the principal amount of TWENTY-THREE THOUSAND THREE HUNDRED FIFTY NINE AND 80/100 (\$23,359.80 ); and

WHEREAS, Lender has agreed to the Borrower's request to supplement and modify the aforementioned Mortgage and Agreement on the terms and conditions as set forth herein; and

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgage held by Lender is a valid and subsisting lien on the real property located at 2922 NORTH SHEFFIELD CHICAGO IL 60657, in COOK , County, State of Illinois, **legally described in Exhibit "A" attached hereto and incorporated by reference herein** (hereinafter referred to herein as "Premises");

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10/05/95  
10:15 AM  
COOK COUNTY RECORDER

DEPT-10 PENALTY \$32.00  
RECORDING \$35.50  
160011 TRAN 9187 12/01/95 09:44:00  
40937 + RV \* - 95 - 831355  
COOK COUNTY RECORDER

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon the expressed condition that the lien of the Mortgage is a valid and subsisting lien on the Premises, and on the further condition that the execution of this Supplement will not impair the lien of said Mortgage:

IT IS HEREBY AGREED as follows:

1. PREAMBLE: The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. BORROWER'S COVENANTS: The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage, Agreement and Supplement to be performed by the Borrower therein at the time and in the manner in all respects, as provided therein, and to be bound by all the terms and provisions of said Mortgage, Agreement and Supplement. To the extent the terms of the Agreement and Supplement are inconsistent, the terms of the Supplement shall control.

3. MODIFICATIONS: It is further agreed the Mortgage and Agreement, on which there is presently an outstanding balance of TWENTY-THREE THOUSAND THREE HUNDRED FIFTY NINE AND 80/100 Dollars (\$ 23,359.80 ), as aforesaid and which is due currently due to be paid in full no later than JANUARY 5, 2002 , shall be modified as follows:

a. PRINCIPAL AMOUNT: The Principal amount of the Agreement shall be TWENTY-THREE THOUSAND THREE HUNDRED FIFTY NINE AND 80/100 (\$ 23,359.80).

b. INTEREST TERMS: ALL PROVISIONS PERTAINING TO FINANCE CHARGES, MARGIN ADDED TO INDEX AND ANNUAL PERCENTAGE RATE REMAIN UNCHANGED.

c. PLACE OF PAYMENT: All payments shall be made in lawful money of the United States at the offices of LASALLE BANK NI 1200 Shermer Road, Northbrook, Illinois 60062, or such other place that the holder may from time to time in writing elect.

d. MATURITY DATE: Payment in full is due no later than the Maturity date of the New Agreement which date is JANUARY 5, 2002.

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e. PRIME RATE: The Lender is not obligated to give notice of prime rate fluctuations. The term "prime rate" as used herein, shall mean at any time, the prime rate of the Lender as announced from time to time by the Lender. It is expressly agreed that the use of the term "prime rate" is not intended, nor does it imply, that the rate of interest is a preferred rate of interest or one which is offered by the Lender to its most creditworthy customers.

## PARAGRAPHS 4 AND 5 ARE APPLICABLE IF A REVOLVING LOAN IS MODIFIED

4. REVOLVING CREDIT LOAN: This Agreement is a REVOLVING CREDIT LOAN as defined in Illinois Compiled Statutes, 815 ILCS 205/4.1.

5. REVOLVING CREDIT LOAN ADVANCES: The Mortgage and Assignment of Rents and Leases, if any, secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or at the option of LASALLE BANK NORTHBROOK, or otherwise, as are made during the term of the Agreement secured thereby, to the same extent as if such future advances were made on the date of the execution of such Mortgage, although there may be no advance made at the time of execution of such Mortgage or other instrument and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured may increase or decrease from time to time, but the total unpaid balance so secured at any time shall not exceed the maximum principal amount of the Mortgage or as subsequently modified, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on said property with interest on such disbursements.

6. HOLD HARMLESS TO MORTGAGEE. Borrower and, if applicable, all Beneficiaries of any trust holding legal title to the Premises, hereby agree to indemnify and save Lender, its successors and assigns, harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) incurred by Lender on account of claims or demands of every nature, kind and description for loss or damage to property, or injury to or death of every person, caused by, or connected in any manner, with the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, from the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Material" (defined below), including without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any Federal, State, local or other statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, or the construction, operation, administration or inspection of the Project, whether due in whole or in part to negligence of the Borrower, the Beneficiaries, any contractor or contractors, subcontracts or subcontractors, or to the negligence of their respective partners, agents or employees, except for acts or willful or wanton misconduct of the Lender or the Lender's employees or agents (the "Indemnified Matters"). At its own cost and expense Borrower and Beneficiaries hereby agrees to hold Lender and its employees, agents, representatives, successors

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or assigns (the "Indemnified Parties") harmless as well as defend and pay all costs and expenses (including reasonable attorneys' fees) of any and all suits or other legal proceedings that may be brought or instituted against the Indemnified Parties on any Indemnified matters, and pay and satisfy any judgment that may be rendered against the Indemnified Parties in any such suit or legal proceeding, or the amount of any compromise or settlement that may result therefrom, unless attributable primarily to the willful or wanton misconduct of the Indemnified Parties. For purposes hereof, "Hazardous Material" means any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material.

7. INCORPORATION PROVISIONS: This agreement is supplementary to said Mortgage and Agreements. All the provisions thereof and of the Agreement and New Agreement, including the rights to declare principal and accrued interest due for any cause specified in said Mortgage or Agreements, but not including any prepayment privileges unless herein expressly provided, shall remain in full force and effect as herein expressly modified. The Borrower agrees to perform or to cause to be performed all the covenants of the grantor or grantors in said Mortgage. The provisions of this indenture shall inure to the benefit of any holder of the Agreement or New Agreement and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower hereby waives and releases all rights and benefits under an by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the owner consists of two or more persons, their liability hereunder shall be joint and several.

8. GUARANTOR CONSENT. The Agreement Guarantor, \_\_\_\_\_ ratifies and reaffirms the Guaranty and unconditionally consent and agree to be bound to the terms of this Supplement.

9. DEFAULT: Borrower agrees that if a default is made in the payment of principal or interest in the Agreement or Supplement when due, or if there shall be any other breach or default of the terms conditions, covenants of the Mortgage, Agreement, Supplement or any guaranty or other instrument securing repayment of the Agreement, then the entire principal balance, together with all accrued interest shall, at the option of the Mortgagee, as holder of the Agreement, become due and payable immediately without further notice.

10. REAFFIRMATION OF THE LIEN: All the real property described in the Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall effect the conveyance affected by the Mortgage except as expressly provided herein.

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## INDIVIDUAL SIGNATURE BLOCK

BORROWER:

*J. Wheatley*  
Jeffrey A. Wheatley

## LAND TRUSTEE'S SIGNATURE BLOCK

BORROWER:

\_\_\_\_\_, Trustee under trust agreement  
dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_

\_\_\_\_\_  
Trust Officer

Attest: \_\_\_\_\_

## LASALLE BANK NI

By: *D. M. Barron*  
Daniel M. Barron - Vice President

Attest: *A. M. Vitaioli*  
Anthony M. Vitaioli - Loan Officer

## GUARANTORS' CONSENT :

Consented to this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS      )

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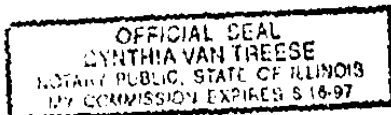


) SS.  
COUNTY OF \_\_\_\_\_  
I, Cynthia Van Treese a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Jeffrey A. Wheatley and \_\_\_\_\_ are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.  
GIVEN under my hand and notarial seal this 6th day of October, 1995.

Cynthia Van Treese  
Notary Public

**MORTGAGEE'S ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )  
I, Cynthia Van Treese a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that DANIEL M. BARRON AND ANTHONY M. VITAJOLI, the VICE PRESIDENT and LOAN OFFICER of LASALLE BANK NI personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.  
GIVEN under my hand and notarial seal this 6th day of October, 1995.



Cynthia Van Treese  
Notary Public

APPLICABLE IF A LAND TRUSTEE SIGNS THE Agreement

**LAND TRUSTEE ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )  
I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_ and \_\_\_\_\_, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me

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11. RECORDING: The original signed copy of this Supplement shall be duly recorded in the Office of the Recorder of Deeds of \_\_\_\_\_ County, Illinois. This Supplement and Modification to LaSalle Bank Northbrook Equity Line of Credit Mortgage and Equity Line of Credit Agreement, Mortgage and New Agreement shall be binding upon Borrower its heirs, legatees, successors and assigns.

## PARAGRAPH 12 IS APPLICABLE IF A LAND TRUSTEE SIGNS THE AGREEMENT

12. EXCULPATORY CLAUSE. This document is executed by \_\_\_\_\_, as Trustee of the Land Trust in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this document shall be constituted as creating any liability on \_\_\_\_\_, in its individual capacity, to pay the Agreements or any interest that may accrue thereon, or any fee or charge that may become payable under this document or the Agreements or to perform any covenant (either express or implied) contained in this document of the Agreement, all such liability, if any, being hereby waived by Lender and every person hereafter claiming any right or security hereunder. So far as \_\_\_\_\_ and its successors are concerned, Lender and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to the premises and the rents, issues and profits thereof or remedies available under other loan documentation.

IN WITNESS WHEREOF, \_\_\_\_\_ and \_\_\_\_\_ have caused these presents to be executed as of the day and year first written above.

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## INDIVIDUAL SIGNATURE BLOCK

BORROWER:

Jeffrey A. Wheatley

## LAND TRUSTEE'S SIGNATURE BLOCK

BORROWER:

\_\_\_\_\_, Trustee under trust agreement  
dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_

\_\_\_\_\_  
Trust Officer

Attest: \_\_\_\_\_

## LASALLE BANK NI

By:

Daniel M. Barron - Vice President

Attest:

Anthony M. Vitaioli - Loan Officer

## GUARANTORS' CONSENT :

Consented to this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS        )

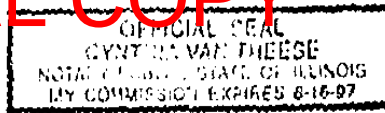
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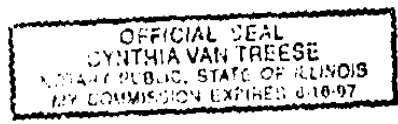
) SS.  
COUNTY OF \_\_\_\_\_  
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GIVEN under my hand and notarial seal this 6th day of October, 1995.

Cynthia Van Treese  
Notary Public

**MORTGAGEE'S ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
) SS.  
COUNTY OF \_\_\_\_\_ )  
I, Cynthia Van Treese a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that DANIEL M. BARRON AND ANTHONY M. VITAIOLI, the VICE PRESIDENT and LOAN OFFICER of LASALLE BANK NI personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.  
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Cynthia Van Treese  
Notary Public



APPLICABLE IF A LAND TRUSTEE SIGNS THE Agreement

**LAND TRUSTEE ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
) SS.  
COUNTY OF ----- )  
I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_ and \_\_\_\_\_, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me

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LOT 2 IN J. LOGEMANN'S SUBDIVISION OF THE S 1/2 OF BLOCK 1 IN THE SUBDIVISION OF OUT-LOT 6 IN THE E 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MAIL TO + prepared by  
C. Van Treese  
LaSalle Bank Northbrook  
1200 Sherman Rd  
Northbrook ill 60062



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