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MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement, dated as of May 14, 19 95 modifies and restates that certain Mortgage dated May 9, 19 90, between Anthony Jay Millard and Dietra Delaplane Millard, his wife (the "Mortgagor(s)"), whose address is 2305 N. Commonwealth Avenue, Unit 1S, Chicago, IL and NBD Bank, successor by merger to NBD Bank, (the "Bank"), whose address is 211 S. Wheaton Ave., Wheaton, IL 60187.

WHEREAS, the Borrower executed and delivered to Bank that certain Mortgage dated May 9, 19 90 and recorded on May 23 19 90 as Document No. 90238984 in the Office of the Cook County Recorder of Deeds, Chicago, Illinois (the "Mortgage") encumbering the following described real property (the "Property").

See Exhibit "A" attached and made a part hereof.

Commonly known as: 2305 N. Commonwealth Avenue, Unit 1S, Chicago, IL

Permanent Index No.: 14-33-201-017-1007

WHEREAS, the Mortgage secured the indebtedness, obligations and liabilities of Borrower pursuant to a Credit Agreement dated May 14, 19 95 in the maximum principal amount of \$ 125,000.00 between the Borrower and the Bank (the "Agreement"), which has been modified and extended as of May 14, 1995 pursuant to an Extension Agreement of even date;

WHEREAS, it is the intention of the parties hereto that this Mortgage Modification Agreement shall renew, amend and restate all of the terms and conditions contained in the Mortgage, shall be entered into as a substitute for and not in satisfaction of the Mortgage, and shall secure the indebtedness evidenced by the Agreement, which such indebtedness arises from the extension of the maturity date of the same indebtedness originally secured by the Mortgage;

NOW, THEREFORE, in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Bank agree to restate the Mortgage in its entirety as follows:

(A) **Definitions.**

- (1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who sign below.
- (2) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.

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MORTGAGE REFINANCING AGREEMENT

This document is a mortgage refinancing agreement between the lender and the borrower. It outlines the terms and conditions of the loan, including the interest rate, repayment schedule, and the lender's obligations.

The borrower agrees to pay the lender the principal amount of the loan plus interest over a period of [X] years. The interest rate is fixed at [X] percent per annum. The lender agrees to provide the borrower with a new mortgage loan to refinance the existing mortgage.

The borrower acknowledges that they have read and understood the terms and conditions of this agreement and agree to accept them. The lender agrees to provide the borrower with a new mortgage loan to refinance the existing mortgage.

The borrower agrees to pay the lender the principal amount of the loan plus interest over a period of [X] years. The interest rate is fixed at [X] percent per annum. The lender agrees to provide the borrower with a new mortgage loan to refinance the existing mortgage.

The borrower acknowledges that they have read and understood the terms and conditions of this agreement and agree to accept them. The lender agrees to provide the borrower with a new mortgage loan to refinance the existing mortgage.

The borrower agrees to pay the lender the principal amount of the loan plus interest over a period of [X] years. The interest rate is fixed at [X] percent per annum. The lender agrees to provide the borrower with a new mortgage loan to refinance the existing mortgage.

The borrower acknowledges that they have read and understood the terms and conditions of this agreement and agree to accept them. The lender agrees to provide the borrower with a new mortgage loan to refinance the existing mortgage.

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Page 1

The word "property" means the land described above
and any buildings and improvements thereon and
the right of use and enjoyment of the same
and of the right to the same. The word "land"
includes the land described above and all
rights and interests therein, whether or not
the same are now owned or possessed by the
grantor or any person claiming through him,
and includes the right of use and enjoyment
of the same and of the right to the same.

It is the intention of the grantor that the
land described above shall be conveyed to the
grantee and his heirs and assigns forever
and that the grantee shall have and enjoy
the same with all the rights and interests
therein, whether or not the same are now
owned or possessed by the grantor or any
person claiming through him, and that the
grantee shall have and enjoy the same with
all the rights and interests therein, whether
or not the same are now owned or possessed
by the grantor or any person claiming
through him, and that the grantee shall
have and enjoy the same with all the rights
and interests therein, whether or not the
same are now owned or possessed by the
grantor or any person claiming through him.

IN WITNESS WHEREOF, the grantor has hereunto
set his hand and seal of office at Chicago,
Illinois, this _____ day of _____, 19____.

Notary Public in and for the State of Illinois
My Commission Expires _____, 19____.

Witness my hand and seal of office at Chicago,
Illinois, this _____ day of _____, 19____.

Notary Public in and for the State of Illinois
My Commission Expires _____, 19____.

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- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.
- (D) **Environmental Condition.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the Default remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your Agreement.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.

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1. The undersigned, being duly qualified, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

2. I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

3. I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

4. I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

5. I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

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Page 4

- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead Right.** You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" as defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 175 ILCS 675/1, etc. seq. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect rents in person, by agent or by judicially appointed receiver without notice and before or after any judicial sale. You agree to pay all of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreclosure complaint.
- (J) The above and foregoing Recitals are incorporated into and made a part of this Mortgage Modification Agreement hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be executed this date first written above.

MORTGAGEOR(S):

x *Anthony Jay Millard*
Name (Print): Anthony Jay Millard

x *Dietra Delaplane Millard*
Name (Print): Dietra Delaplane Millard

BANK:

x *Julie R. Marro*
Name & Title (Print): Julie R. Marro

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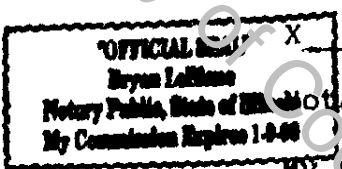
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STATE OF ILLINOIS
COUNTY OF COOK

) SS.
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I, Bryan LeBlanc, a notary public in and for the above county and state, certify that Anthony Jay Millard and Dietra Delaplane Millard, his wife, personally known to me to be the same person whose name(s) is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth. The foregoing instrument was acknowledged before me on this 14th day of May 1995, by Public R. E. Morco a Private Banking Associate of NBD Bank.



Bryan LeBlanc

Notary Public, COOK County, Illinois
My Commission Expires: 1/9/96

This Instrument Drafted By:

NBD Bank
1603 Orrington Ave.
Evanston, IL 60204

When Recorded Return to:

NBD Bank - Home Equity Center
600 North Meacham Rd.
Schaumburg, IL 60196



DEPT-01 RECORDING \$31.50
T#0001 TRAN 8247 05/24/95 09:30:00
\$7300 : AP *-95-337687
COOK COUNTY RECORDER
DEPT-10 PENALTY \$28.00

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EXHIBIT "A"

Unit No: 1S-2305 in the Belden Commonwealth Condominium as delineated on a Survey of the following described Real Estate Lot 6 in Block 1 in Peterboro Terrace Addition to Chicago, a Subdivision of part of Block 2 in the Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached to the declaration of Condominium recorded as Document 25000520 together with its undivided percentage interest in the Common elements, in Cook County, Illinois.

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