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TR0001 TRAN 6324 10/21/96 15:12:00
#2076 FER #96-801050
COOK COUNTY RECORDER

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

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This modification agreement dated Oct. 1, 1996 by and between American National Bank and Trust Company of Chicago ("Bank") and DOUGLAS ADAMS AND CYNTHIA ADAMS, HIS WIFE

("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 July 5, 1996 in the principal amount of \$55,000.00 (the "Original Agreement").

Whereas, the Original Agreement is due and payable on July 5, 2001

Whereas, Borrower has executed a new Agreement dated as of Oct. 1, 1996 in the principal sum of \$75,000.00. 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 July 5, 1996 and recorded on July 19, 1996 with the COOK County Recorder of Deeds as document number 96534415 and securing the real property legally described as follows: See Exhibit A attached hereto and made a part of.

Commonly Known as: 1131 W. Morse - Chicago, Illinois 60626
Permanent Tax I.D.: #11-32-201-011-0000

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 LASALLE BANK LAKE VIEW dated April 18, 1994 and recorded April 21, 1994 in the office of the COOK County Recorder as document number 94360196) 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 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 \$75,000.00, which the undersigned Borrower agrees not to 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, Borrower hereby covenants and agrees to pay the balance of the indebtedness evidenced by the Agreement and secured by the Mortgage as herein 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

Douglas Adams

X *Cynthia Adams*

Cynthia Adams

Please have your signature witnessed

American National Bank and
Trust Company of Chicago

By: *[Signature]*

Its: Vice President

Signed before me this 10th day of

OCTOBER, 1996

[Signature]

Notary Public

"OFFICIAL SEAL"
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 09/07

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, IL 60690

Rev. 4/95



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THE EAST 40 FEET OF LOT 64 IN W.D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8, 9 AND LOT 1 OF BLOCK 7 OF THE CIRCUIT COURT PARTITION OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE FRACTIONAL NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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