

# UNOFFICIAL COPY

96223138

DEPT-01 RECORDING \$23.50  
T#0014 TRAN 3397 03/25/96 13:20:00  
#5011 JW #96-223138  
COOK COUNTY RECORDER

910912

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

23-50 on

This modification agreement dated March 12, 1996 by and between American National Bank and Trust Company of Chicago ("Bank") and DAVID G. WINSTON AND JO ANN K. WINSTON, 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 May 1, 1991 in the principal amount of \$100,000.00 (the "Original Agreement"). AND ASSIGNED TO AMERICAN NATIONAL BANK AND RECORDED AS DOC. #94872682

Whereas, the Original Agreement is due and payable on May 10, 1996.

Whereas, Borrower has executed a new Agreement dated as of March 12, 1996 in the principal sum of \$100,000.00. 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 May 1, 1991 and recorded on May 20, 1991 with the COOK County Recorder of Deeds as document number 91237586 and securing the real property legally described as follows: See Exhibit A attached hereto and made a part of.

Commonly Known as: 1632 N. Hudson, Unit 5 - Chicago, Il. 60614  
Permanent Tax I.D.: #14-33-330-019-1011

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 RIVER VALLEY SAVINGS BANK dated Dec. 17, 1993 and recorded Jan. 6, 1994 in the office of the COOK County Recorder as document number 94016628] 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 \$100,000.00, which the undersigned Borrower agrees not to exceed.

GIT

RECEIVED IN BAD CONDITION

96223138

UNOFFICIAL COPY

Property of Cook County Clerk's Office


# UNOFFICIAL COPY

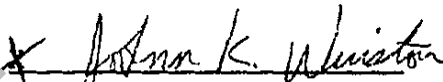
2) Borrower hereby agrees to pay the Bank a fee for procurement of a title report showing any and all recorded liens against the mortgaged premises.

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:

  
David G. Winston


  
Jo Ann K. Winston

American National Bank and  
Trust Company of Chicago

By:   
Its: Vice President

Signed before me this 22ND day of

MARCH, 19 96.

  
Notary Public

"OFFICIAL SEAL"  
LINDA A. ROGALA  
Notary Public, State of Illinois  
My Commission Expires 9/9/97

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



96223138

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

UNIT 11 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS  
IN HUDSON MEWS TOWNHOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION  
RECORDED AS DOCUMENT NO. 88171668, IN EAST  $\frac{1}{2}$  OF SOUTHWEST  $\frac{1}{4}$  OF SECTION 33,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

**GIT**

Property of Cook County Clerk's Office

96223138

UNOFFICIAL COPY

Property of Cook County Clerk's Office