

UNOFFICIAL COPY

97635812

This space reserved for Recorder's use only.

This document was prepared by and after recording should be returned to:

Bank of America National Trust and Savings Association
231 South LaSalle Street -0255
Chicago, Illinois 60697
Attn: Jean M. Lamberth
#3032573

DEPT-01 RECORDING \$27.00
T#0012 TRAN 6482 08/28/97 12:41:00
#0910 CG *-97-635812
COOK COUNTY RECORDER

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of 5th. day of August, 19 97, by John F. McCaffrey and Carroll McCaffrey, his wife ("Borrower"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association, formerly known as bank of America Illinois. ("Bank").

FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of February 19, 1997, Bank agreed to establish a line of credit for Borrower in the amount of \$ 100,000.00 (the "Line of Credit"). Said Private Equity Line of Credit Agreement is being amended by that certain Amendment to Private Equity Line of Credit Agreement dated of even date herewith. The Amendment to Private Equity Line of Credit Agreement, among other things, increases the Line of Credit to \$ 100,000.00. The Private Equity Line of Credit Agreement, as amended, is hereinafter referred to as the "Line of Credit Agreement." Capitalized terms used herein without definition have the meanings given them in the Line of Credit Agreement.

B. The Line of Credit is secured by a Mortgage dated February 19, 1997 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on February 28, 19 97, as Document No. 97-140631. The Mortgage encumbers certain property described as follows (the "Property"):

1226082 F2
Later Date F2

27⁰⁰ RP

97635812

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Lot 1 in William C. O'Donnell's Resubdivision of Lot 4 and the South 73.58 feet of Lot 1 in White Oak Subdivision, a Subdivision in the North West 1/4 of the South East 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 05-20-400-084-0000

such property having an address of 339 White Oak Lane; Winnetka, Illinois.

C. Borrower and Bank now wish to reaffirm the Mortgage in conjunction with the Amendment to Private Equity Line of Credit Agreement.

AGREEMENT

Therefore, Borrower and Bank agree as follows:

1. **Recitals.** The recitals set forth above in the Factual Background are true, accurate and complete.
2. **Increase in Indebtedness.** The paragraph entitled "Indebtedness Being Secured" on the first page of the Mortgage is hereby amended by deleting the original "Credit Limit" in the amount of \$ 100,000.00 and replacing it with a "Credit Limit" amount of \$ 365,000.00.
3. **Reaffirmation of Line of Credit Agreement.** Borrower reaffirms all of its obligations under the Line of Credit Agreement. Borrower acknowledges and agrees that all references to the "Line of Credit Agreement", "Agreement" or words of similar import in the Mortgage and other documents, if any, securing or evidencing the Line of Credit, shall mean the Line of Credit Agreement defined herein.
4. **Borrower's Representations and Warranties.** Borrower represents and warrants to Bank as of the date hereof as follows:
 - (a) **Mortgage.** All representations and warranties made and given by Borrower in the Mortgage are true, accurate and complete.
 - (b) **No Default.** No event of default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default.

07635812

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(c) **Property.** Borrower lawfully possesses and holds fee simple title to all of the Property, and the Mortgage is a Second and prior lien on such property. Borrower owns all of the Property which is personal property free and clear of any reservations of title and conditional sales contracts, and also of any security interests other than the Mortgage, which is a Second and prior lien on such property. There is no financing statement affecting any Property on file in any public office except for financing statements, if any, in favor of Bank and except as follows: none

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement.

BORROWER:

John F. McCaffrey
John F. McCaffrey

Carroll McCaffrey
Carroll McCaffrey

BANK:

**BANK OF AMERICA NATIONAL
TRUST AND SAVINGS**
a National Banking Association

By: Glenn N. Blouin

Name: Glenn N. Blouin

Title: Vice President

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, Sharon L. Gold, a Notary Public in and for said county and state, do hereby certify that John McCaffrey + Carroll, personally known to be the same person(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he + SHE signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of August, 1997.

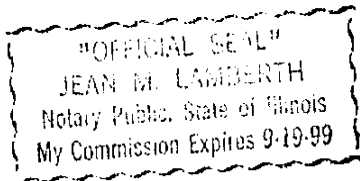


Sharon L. Gold
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jean M. Lambert, a Notary Public in and for said county and state, do hereby certify that Glen N. Baldwin, Vice-Pres of Bank of America National Trust and Savings Association, a National Banking Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice-President of said bank, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instrument as his free and voluntary act as Vice-President of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of August, 1997



Jean M. Lambert
Notary Public

67935812

UNOFFICIAL COPY

Property of Cook County Clerk's Office