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1999-06-11 09:28:50  
Cook County Recorder 27.00

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

Bank of America National Trust  
and Savings Association  
231 South LaSalle Street  
Chicago, Illinois 60697  
Attn: Lauretta Davies  
#3041837

7642955

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## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as  
of June 4, 1999 by Patrick J. McWeeny, A Widower and Lisa  
J. McWeeny, a single person, as joint tenants

("Borrower"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS  
ASSOCIATION, a National Banking Association ("Bank"), formerly known as Bank of  
America Illinois

## FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of December 11,  
1996, Bank agreed to establish a line of credit for Borrower in the amount of  
\$ 150,000.00 (the "Line of Credit"). Said Private Equity Line of Credit Agreement is  
being amended and restated by that certain Amended and Restated Private Equity Line of Credit  
Agreement dated of even date herewith. Said Private Equity Line of Credit Agreement  
provided, among other things, a maturity date of December 11, 2001 for the Line of  
Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other  
things, extends the maturity date to December 11, 2006 and increases the Line of  
Credit to \$ 200,000.00. The Private Equity Line of Credit Agreement, as amended and  
restated, 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 December 11, 1996  
(the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on  
December 16, 1996, as Document No. 96948354. The Mortgage encumbers certain  
property described as follows (the "Property"):

L.D.M.W.F.1

The South 16 Feet of Lot 13 and the North 38 Feet of Lot 14 in Block 6 in Edgebrook Estates, being a Subdivision in Fractional Section 33 and part of Lots 46 and 53 in Ogden and Jones' Subdivision of Bronson's part of Caldwell Reserve in Townships 40 and 41 North, Range 13, East of the Third Principal Meridian, according to Plat thereof Registered in the Office of the Registrar of Titles of Cook County, Illinois on December 2, 1966 as Document No. 2303207.

PIN: 10-33-116-022-0000

such property having an address of 6922 N. Minnetonka Avenue; Chicago, IL. 60646.

C. Borrower and Bank now wish to reaffirm the Mortgage in conjunction with the Amended and Restated 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 and Extension of Maturity Date.** 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 \$ 150,000.00 and replacing it with a "Credit Limit" in the amount of \$ 200,000.00 and deleting the original "Maturity Date" of December 11, 2001, and replacing it with a "Maturity Date" of December 11, 2006.

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.

(c) **Property.** Borrower lawfully possesses and holds fee simple title to all of the Property, and the Mortgage is a first 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 first 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: \_\_\_\_\_

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

BORROWER:

BANK:

Patrick J. McWeeny  
Patrick J. McWeeny

BANK OF AMERICA NATIONAL TRUST AND SAVINGS  
a National Banking Association

Lisa J. McWeeny  
Lisa J. McWeeny

By: Nancy Kolbert  
Name: NANCY KOLBERT  
Title: VICE PRESIDENT

SIG. VER.  
 In Person  
 Bank Records  
 Other  
[Signature]

Property of Cook County Clerk's Office

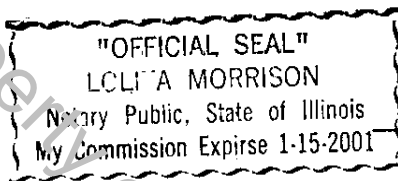
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Lolita Morrison, a Notary Public in and for said county and state, do hereby certify that Patrick J. McWeeny and Lisa J. McWeeny, personally known to be the same person(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of June, 1999.

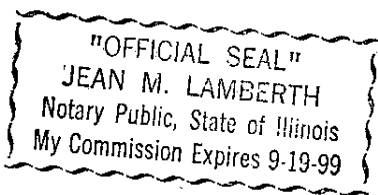


Lolita Morrison  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Jean M. Lamberth, a Notary Public in and for said county and state, do hereby certify that Nancy Kolberg, 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 she signed and delivered the said instrument as her free and voluntary act as Vice Pres. of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of June, 1999.



Jean M. Lamberth  
Notary Public