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Bank of America National Trust and Savings Association
231 South LaSalle Street -0310
Chicago, Illinois 60697
Attn: Jean M. Lamberth
#3037967

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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of June 10, 1999, by Donald F. Schroud and Robin L. Schroud, both Divorced & Not Since Remarried, as tenants in common ("Borrower"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association, formerly known as Continental Bank N. A. and by reason of merger Bank of America Illinois ("Bank").

FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of May 17, 1994, Bank agreed to establish a line of credit for Borrower in the amount of \$ 625,000.00 (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 May 17, 1999 for the Line of Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other things, extends the maturity date to June 10, 2004 and decreases the Line of Credit to \$ 450,000.00. 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 May 17, 1994 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on June 13, 1994, as Document No. 94518561. The Mortgage encumbers certain property described as follows (the "Property"):

BOX 333-CTI

Units 47C, 47D, 47E and 47F, in Newberry Plaza Condominium as delineated on a survey of the following described real estate:

Parcel 1: Lots 1 to 11 both inclusive, and vacated alley adjacent thereto in Newberry Estate Trustees Subdivision of Lot 5 in Block 16 in Bushnell's Addition to Chicago in the East ½ of the South East ¼ of Section 4, Township 39 North, Range 14, East of the third Principal Meridian, and Block 5 in Canal Trustees Subdivision of the South Fraction quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Il. : which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25773994 together with its undivided percentage interest in the common elements.

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1, as set forth in the Declaration of Easements recorded as Document 25773375, in Cook County, Illinois.

PTN's: 17-04-424-051-1151; 17-04-424-051-1203; 17-04-424-051-1255 and 17-04-424-051-1307

such property having an address of 1030 N. State Street; #47C-D-E-F; Chicago, Il.

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. **Decrease 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 \$ 625,000.00 and replacing it with a "Credit Limit" in the amount of \$ 450,000.00 and deleting the original "Maturity Date" of May 17, 1999 and replacing it with a "Maturity Date" of June 10, 2004.

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: none

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

BORROWER:

Donald F. Schroud
Donald F. Schroud

Robin L. Schroud
Robin L. Schroud

BANK:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
a National Banking Association

By: David Melker
Name: David Melker
Title: Vice Pres

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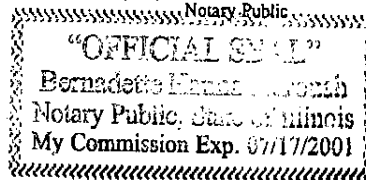
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, BERNADETTE HANNA AKROUSH a Notary Public in and for said county and state, do hereby certify that Donald F. Schroud and Robin L. Schroud as tenants in common, personally known to be the same person(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y 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 11 day of June, 1999.

Bernadette Hanna Akroush

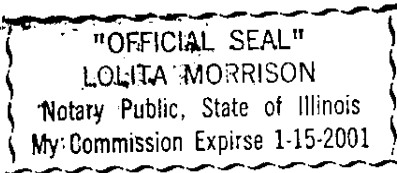


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Lolita Morrison, a Notary Public in and for said county and state, do hereby certify that David Mekemson, Vice President of Bank of America National Trust and Savings Association, a National Parking Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice Pres. 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 Pres. of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of June, 1999.

Lolita Morrison
Notary Public



This CONDOMINIUM RIDER is made this 10th day of June, 1999 and is incorporated into and made a part of that certain Mortgage ("Mortgage") to which this Condominium Rider is attached, dated of even date herewith, given by the undersigned (hereinafter "Mortgagor") to secure that certain Agreement to Bank of America National Trust and Savings Association, a national banking association (hereinafter "Lender") (which Agreement is more fully described in the Mortgage). The Property described in the Mortgage is located at

1030 North State Street; Units 47C; 47D; 47E and 47F; Chicago, IL.

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Newberry Plaza Condominium (Name of Condominium Project) (hereinafter "Condominium Project"). In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. **Assessments.** Mortgagor shall promptly pay, when due, all assessments imposed by the Owners' Association or other governing body of the Condominium Project (hereinafter "Owners' Association"), pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project.

2. **Hazard Insurance.** So long as the Owners' Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(b) the provision in Paragraph 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Paragraph 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect, and the provisions of Paragraph 5 of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance coverage previously maintained by the Owners' Association.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Mortgagor.

3. **Lender's Prior Consent.** Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(a) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

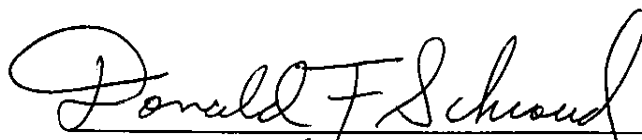
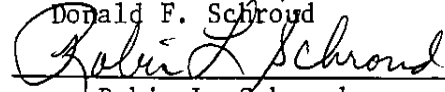
(b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

4. **Remedies.** If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including but limited to the covenant to pay condominium assessments when due, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Paragraph 17.

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

Bank of America
231 South LaSalle Street Chicago, Illinois 60697


Donald F. Schroud Mortgagor

Robin L. Schroud Mortgagor