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1999-07-29 08:57:05
Cook County Recorder 31.00

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: Laurette Davies
#3038197
ILI-231-03-10

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as
of July 19 _____, 1999, by Nancy Prussian now known as Nancy
Prussian-Weber married to Clifford Weber
("Borrower"), and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS**
ASSOCIATION, a National Banking Association ("Bank"), formerly known as Continental
Bank N.A.,

FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of June 30, 1994
_____, Bank agreed to establish a line of credit for Borrower in the amount of
\$ 96,000.00 (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 June 30, 1999 for the Line of
Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other
things, extends the maturity date to July 19, 2004 and increases the Line of
Credit to \$ 100,000.00. 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 June 30, 1994
____ (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on
July 12, 1994, as Document No. 94605181. The Mortgage encumbers certain
property described as follows (the "Property"):

BOX 333-CT7

7512660F1

L.D.F. - G.M.

6

SEE ATTACHED LEGAL DESCRIPTION MADE A PART OF AND HERETO:

PIN: 17-04-440-034-~~1041~~¹⁰⁴¹
such property having an address of 107 W. Delaware Place, Unit C; Chicago, IL 60610

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 \$ 95,000.00 and replacing it with a "Credit Limit" in the amount of \$ 100,000.00 and deleting the original "Maturity Date" of June 30, 1999, and replacing it with a "Maturity Date" of July 19, 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.

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(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 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:

BANK:

Nancy Prussian-Weber
Nancy Prussian n/k/a Nancy Prussian-Weber

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
a National Banking Association

Clifford Weber
Clifford Weber - signing solely to waive homestead

By: Nancy Kolby
Name: LINDA R. ZATTO
Title: ASST. V-P VICE-PRES.

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Virgil DiPietro, a Notary Public in and for said county and state, do hereby certify that Nancy Prussian n/k/a Nancy Prussian-Weber ^{married to Clifford Weber} personally known to be the same person(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t he 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 21st day of July, 1999.

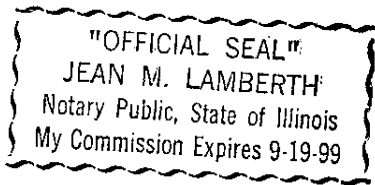
Virgil DiPietro



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 ^{VP} 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 Asst. VP 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 Asst. VP of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of July, 1999



Jean M. Lamberth
Notary Public

LEGAL DESCRIPTION

UNIT NUMBER 107 C IN THE DELAWARE PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 THROUGH 6 INCLUSIVE, AND THAT PART OF LOT 7 IN THE SUBDIVISION OF BLOCK 6 IN BUSHNELL'S ADDITION TO CHICAGO LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN WEST LINE OF LOT 7 AFORESAID, 231.33 FEET NORTHERLY OF THE SOUTH WEST CORNER OF LOT 16 IN THE SUBDIVISION OF BLOCK 6 AFORESAID; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST PERPENDICULARLY TO THE EAST LINE OF LOT 7 AFORESAID A DISTANCE OF 44.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.83 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 17.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 3.17 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.08 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 25.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 0.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST; 25.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1.09 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 3.09 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 22.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 4.25 FEET TO A POINT IN THE EAST LINE OF LOT 7 AFORESAID; ALL IN THE SUBDIVISION OF BLOCK 6 IN BUSHNELL'S ADDITION TO CHICAGO IN THE SOUTH EAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 26, 1877 IN BOOK 13 OF MAPS PAGE 3, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86,347,039, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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This CONDOMINIUM RIDER is made this 19th day of July, 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
107 W. Delaware Place, Unit C; Chicago, IL. 60610

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 107 W. Delaware Place 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;

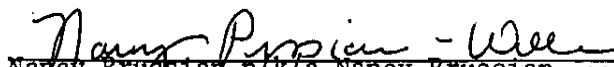
(b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association, or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project;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

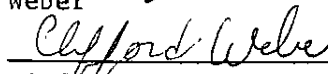
(c) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

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


Nancy Prussian n/k/a Nancy Prussian-Weber Mortgagor


Clifford Weber - signing solely to Mortgagor
waive homestead