

UNOFFICIAL COPY

99079429

9243/0194 21 001 Page 1 of 4
1999-01-25 16:39:25
Cook County Recorder 27.50



99079429

MODIFICATION AGREEMENT

This Modification of Home Equity Agreement and Disclosure, and Mortgage (herein after referred to as the "Modification Agreement") made this 5th day of October, 1998 by GreatBanc Trust Company as successor Trustee to First National Bank formerly known as First National Bank in Chicago Heights Trust #4494, (herein after referred to as "Mortgagor") and First National Bank (herein after referred to as "Mortgagee").

WITNESSETH

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Home Equity Agreement and Disclosure dated August 5, 1993 in the amount of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00), which is secured by a Mortgage of even date therewith, recorded on September 7, 1993 in the Recorder's Office of Cook County, Illinois as Document Number 93711714 and relating to the property legally described as follows:

LOT 138 IN OLYMPIA WOODS 2ND ADDITION, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 35 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 6/20/55, AS DOCUMENT #1602294 IN COOK COUNTY, ILLINOIS.

P.I.N.: 31-13-400-115

Also known as: 711 Brookwood Drive, Olympia Fields, Illinois

Whereas, Mortgagor and Mortgagee have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, the Mortgagor and Mortgagee agree that the Home Equity Agreement and Disclosure, and Mortgage shall be and are hereby modified as follows;

1. The Periodic Rate and Corresponding Annual Percentage Rate on your credit line will increase or decrease as the index increases or decreases from time to time. Adjustments to the

**EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART HEREOF.**

SH
PH
MY

UNOFFICIAL COPY

Periodic Rate and the corresponding Annual Percentage Rate resulting from changes in the Index will take effect on the next business day.

RANGE OF BALANCE
OR CONDITIONS
All Balances

MARGIN SUBTRACTED
FROM INDEX
.50%

- 2. The maturity date of August 5, 1998 is hereby changed to August 5, 2005.
- 3. Beginning July 1999, an annual fee of \$35.00 will be charged to the account.
- 4. Except for the modifications stated hereinabove, the Home Equity Agreement and Disclosure and Mortgage are not otherwise changed, modified, or amended, and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first written above.

FIRST NATIONAL BANK

Guarantor's

By: Warren E. Albert
Its: Vice President

Warren E. Albert
Warren E. Albert

ATTEST:

By: Linda Kury
Its: Admin Asst

Borrower:

By: Angela Siannetti

Greatbanc Trust Company as successor Trustee to First National Bank formerly known as First National Bank in Chicago Heights Trust #4494

Its: Ass't V.P. & Sr. Land T.O.

ATTEST:

By: Annice Meyers
Its: Administrative Assistant



PREPARED BY AND MAIL TO: GREATBANC LOAN ADMIN/ANDREW D. JONES
C/O FIRST NATIONAL BANK
P.O. BOX 818
FRANKFORT, IL 60423

EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

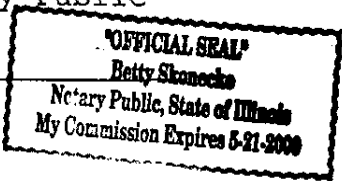
State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Warren E. Albert, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 6 day of November 1998.

Betty A. Skonoch
Notary Public

My commission expires 5-21-00



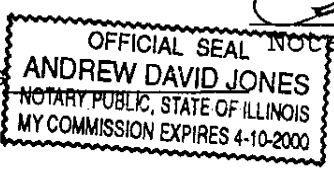
State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Voboril and Linda Kurz, personally known to me to be Vice President and Administrative Assistant of First National Bank, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 9 day of Oct. 1998.

Andrew David Jones
Notary Public

My commission expires



EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company as Successor Trustee to Evanston Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as
 Successor Trustee to Evanston Bank
 not individually, but solely as
 Trustee under Trust No. 10-4494

By Angela Bianchetti
 Ass't V.P. & Sr. Land Trust Officer

County Clerk's Office