

UNOFFICIAL COPY

99240388

144/0166 93 001 Page 1 of 2

1999-03-12 14:37:48

Cook County Recorder 23.50



99240388

MODIFICATION AGREEMENT

This Modification of Home Equity Agreement and Disclosure and Mortgage (herein after referred to as the "Modification Agreement") made this 29th day of January, 1999 by J. Timothy Cerney and Karen Lynn Cerney, his wife as joint tenants (herein after referred to as "Mortgagor") and GreatBank, N.A. (f/k/a Evanston Bank) (herein after referred to as "Mortgagee").

WITNESSETH

Whereas, Mortgagor has executed and delivered to Mortgagee that certain Home Equity Agreement and Disclosure dated January 18, 1992 in the amount of Fifty Thousand and NO/100 Dollars (\$50,000.00), which is secured by a Mortgage of even date therewith, recorded on February 19, 1992 in the Recorder's Office in Cook County, Illinois as Document Number 92102658 and relating to the property legally described as follows:

LOTS 17 AND 18 (EXCEPT THE NORTH 140 FEET THEREOF) IN BLOCK 21 IN GREENLEAF AND MORSE'S SUBDIVISION OF BLOCKS 12, 14, 15, 16, 19 AND 21 IN VILLAGE OF WILMETTE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-34-209-017

Also known as: 800 Greenleaf Avenue, Wilmette, Illinois 60091

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

Sy
P2
NEW
My

UNOFFICIAL COPY

increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding Annual Percentage Rate resulting from changes in the Index will take effect on the next business day. In no event will the Annual Percentage Rate be more than the lesser of 18.00% or the maximum rate allowed by applicable law.

**RANGE OF BALANCE
OR CONDITIONS**

All Balances

**MARGIN ADDED
TO THE INDEX**

0.00%

2. The maturity date of January 18, 1999 is hereby changed to January 18, 2006.
3. Beginning December 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.

GreatBank N.A.

By: *Stephen R. Chul*

Its: *ADMIN VICE PRESIDENT*

J. Timothy Cerney

J. Timothy Cerney

Karen Lynn Cerney

Karen Lynn Cerney

ATTEST:

By: *Margaret A. Menden*

Its: *Business Development Office*

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

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 J. Timothy Cerney and Karen Lynn Cerney, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 11th day of February 1999

Janeen M. Menden
Notary Public

My commission expires July 14, 2001

