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

Bank of America National Trust and Savings Association
231 South LaSalle Street-0310
Chicago, Illinois 60697
Attn: Jean M. Lamberth
#3037702

99353329

4339/0004 04 001 Page 1 of 6
1999-04-13 09:06:19
Cook County Recorder 31.00



99353329

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of 31st. day of March, 19 99 by Richard H. Cooper and Lana S. Cooper, his wife

("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 also known as Bank of America Illinois ("Bank").

FACTUAL BACKGROUND

A. Under a Private Equity Line of Credit Agreement dated as of March 18, 1994, Bank agreed to establish a line of credit for Borrower in the amount of \$ 1,000,000.00 (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 March 18, 1999 for the Line of Credit. The Amended and Restated Private Equity Line of Credit Agreement, among other things, extends the maturity date to March 18, 2004. 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 March 18, 1994 (the "Mortgage"), recorded with the Recorder of Cook County, Illinois, on April 19, 19 94, as Document No. 94349140. The Mortgage encumbers certain property described as follows (the "Property"):

BOX 333-CTT

I.R.

7488703 F1

L.D. M.W.F.1

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See Legal Description attached hereto and made a part hereof

such property having an address of 79 Woodley Road; Winnetka, IL. 60093

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. **Extension of Maturity Date.** The paragraph entitled "Indebtedness Being Secured" on the first page of the Mortgage is hereby amended by deleting the original "Maturity Date" of March 18, 1999 and replacing it with a "Maturity Date" of March 18, 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:

Richard H. Cooper
Richard H. Cooper

Lana S. Cooper
Lana S. Cooper

BANK:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association

By: *Fred F. Lauer*
Name: FRED F LAUERMAN
Title: Managing Director

PROPERTY OF COOK COUNTY CLERK'S OFFICE

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, Donna Heaster, a Notary Public in and for said county and state, do hereby certify that Richard + Lana Cooper, personally known to be the same person(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of April, 1999.



Donna Heaster
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said county and state, do hereby certify that _____ 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 _____ of said bank, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act as _____ of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

Legal Description attached here to and made a part hereof that certain modification of mortgage dated March 31 1999 to Richard H. Cooper and Lana S. Cooper his wife

Parcel 1: The South 68.0 feet of the West 200.0 feet of Lot 5, together with the West 200.0 feet of Lot 7 in Nergard's Subdivision of part of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded July 19, 1917 in Book 152 of Plats on Page 2, as Document Number 6150238, in Cook County, Illinois Parcel 2: All that part of the West 200.0 feet of Lot 14 and all that part of the West 200.0 feet of Lot 15 in Bernard Kloeppers resubdivision of part of the West ½ of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, as recorded January 4, 1888 as Document 910649, lying East of the West line of said Lot 5 in said Nergard Subdivision extended South and lying North of a line 167.0 feet South of and parallel with the North Line of Lot 14 in said Bernard Kloeppers resubdivision in Cook County Illinois;

Parcel 3: Easement for the Benefit of Parcel 1, as created by Deed from the Northern Trust Company, a Corporation of Illinois, as Trustee to Edward Anderson, dated April 5, 1930 and recorded April 29, 1930 as Document Number 10648169, and by the Deed from Richard Bresee Hart and Helen Buehler Hart, his wife to Clarence A. Hemphill dated June 27, 1963 and recorded June 28, 1963 as Document Number 18839385, and by Declaration and Grant of Easements made by the First National Bank of Chicago, as Trustee Under Trust Agreement Dated August 30, 1963 and known as Trust Number 59261, Richard Bresee Hart and Helen Buehler Hart, his wife dated March 13, 1964 and recorded April 2, 1964 as Document Number 19089376, as amended and supplemented by instrument made by the 1st. National Bank of Chicago as trustee under trust Agreement dated August 30, 1963 known as Trust Number 59261, Richard Bresee Hart and Helen Buehler Hart, his wife, and John Irving Shaw, dated May 25, 1964 and record June 5, 1964 as Document Number 19148042 for ingress and egress (said Easement being of varying widths and shown on said Plat recorded as Document Number 19089375, as amended and supplemented as Document Number 19148042, over and across Lots 3, 5, 6, and 7 in Nergard's subdivision and Lot 11 in Bernard Kloepper's resubdivision in the West ½ of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, the Center Line of Which is defined as follows: Beginning at a point in the West line of Locust Road (being 30 feet West of the East Line of the West ½ of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, 16.5 feet South of the North Line of Lot 7 in Nergard's Subdivision and running thence West parallel with said North Line 406.04 feet to a point of curve; thence Northwesterly along a curved line having a radius of 100 feet convex Southwesterly 127.84 feet as measured North 50 degrees 16 minutes West along the chord of said curve to a point of tangency; thence North 10 degrees 32 Minutes West along a straight line, 96.81 feet to a point of curve; thence Northerly and Westerly along a curved line having a radius of 190 feet, convex Northeasterly 268.08 feet as measured North

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55 degrees 32 minutes West along the chord of said curve to a point of tangency; thence South 79 degrees 28 minutes West along a straight line 474.31 feet to a point of curve; thence Westerly and Northerly along a curved line having a radius of 127 feet, convex Southwesterly 233.0 feet as measured North 33 degrees 59 1/2 minutes West along the chord of said curve to a point of reverse curve; thence Northerly along a curved line having a radius of 183.71 feet convex Easterly 103.74 feet as measured North 16 degrees 09 minutes East along the chord of said curve to a point of tangency in the South line of the North 35 feet of that part of Lot 11 in Bernard Kloepper's resubdivision lying South of the North line of Lot 6 in Nergard's Subdivision extended West, said point of tangency being 16.515 feet West of the East Line of Lot 3 in Nergard's subdivision extended South, and thence North along a line 16.515 feet West of and parallel with the East line of said Lot 3 in Nergard's subdivision and said line extended South, 318.14 feet more or less to the center line of an intersecting roadway running Northeast and Southwest, and also that part of a private roadway the center line of which is described as beginning on the West Line of said Lot 5 in Nergard's Subdivision aforesaid, 68.0 feet North of the Southwest corner thereof and running thence East along the North line of the South 68.0 feet of said Lot 5, 200.0 feet to a point; thence Northeasterly along the Radial line extended to the 127.0 foot radius of such private roadway, hereinbefore described, 83.03 feet to the Center line of said Private Roadway (except that part thereof falling in parcels 1 and 2), all in Cook County, Illinois.

PTN #05-29-102-076 and 05-29-102-087

Common Address: 79 Woodley Road; Winnetka, IL.