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The Agreement was prepared by and when recorded mail to:  
Corus Bank  
4800 N. Western Ave.  
Chicago, IL 60625  
Attn: Amy Dodd

1623/0311 45 001 Page 1 of 5  
2001-04-19 11:53:40  
Cook County Recorder 55.00



7896630  
or

AMENDMENT TO RIVER FOREST STATE BANK AND TRUST COMPANY  
HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT  
AND HOME EQUITY LINE OF CREDIT MORTGAGE

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P

THIS AMENDMENT, made this 10th day of April 2001, by and between Theodore Vom Brack and Kathleen Vom Brack as "Borrowers" under the Credit Agreement (as hereinafter described), Mid-City Bank of Chicago, as Trustee under Trust Agreement dated December 5, 1978 and known as Trust No. 1422 (the "Trustee") and CORUS Bank, f/k/a River Forest State Bank and Trust Company (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, the Borrowers have executed that certain River Forest State Bank and Trust Company Home Equity Line of Credit Agreement and Disclosure Statement dated June 17, 1988 (the "Credit Agreement") pursuant to which the Bank established a Home Equity Line (defined therein) for the benefit of the Borrowers in the maximum amount of \$140,000.00 bearing interest at an ANNUAL PERCENTAGE RATE equal to (i) 1.50% in excess of the Prime Rate (defined therein) for a period with an initial Draw Period (defined therein) of 5 years from the date of the Credit Agreement, as amended; and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, the Trustee executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated June 17, 1988 (the "Mortgage") as amended which was recorded on July 1, 1988, in Cook County, Illinois, as document number 3720738, pursuant to which the Mortgagor mortgaged, granted and conveyed to the Bank certain real property (the "Property") described therein and on Exhibit A attached hereto; and

WHEREAS, the Borrowers have requested that the Bank change certain terms of the Home Equity Line contained in the Credit Agreement and/or the Mortgage; and

WHEREAS, the Bank, the Borrowers, and the Trustee have agreed to change such terms of the Home Equity Line and desire to amend the Credit Agreement and the Mortgage to reflect such changes.

BOX 333-CTI

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NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Borrowers, the Bank, and the Trustee agree as follows:

The foregoing preambles are hereby made a part hereof.

XX The Final Maturity Date (as defined in the Mortgage) of the Home Equity Line is hereby extended from **January 31, 2001** to **January 31, 2003**. The Credit Agreement and Mortgage are hereby amended to reflect this change.

XX The **ANNUAL PERCENTAGE RATE** applicable to the Home Equity Line is hereby changed to: **Prime Rate plus one and one-half percent (1.50%)**. The Credit Agreement is hereby amended to reflect such change. Notwithstanding this paragraph, the Annual Percentage Rate applicable to the Home Equity Line, regardless of the change agreed to in this paragraph, shall not exceed the maximum **ANNUAL PERCENTAGE RATE** allowed in accordance with paragraph 3 of the Credit Agreement.

All terms, provisions and conditions of the Credit Agreement and the Mortgage not amended hereby are hereby confirmed.

The parties hereto warrant that the Credit Agreement and the Mortgage, as amended hereby, are valid, binding and enforceable according to their terms.

The parties hereto acknowledge that the Borrower executed the Credit Agreement and that the Mortgagor executed the Mortgage, not personally, but as trustee under the aforesaid Trust Agreement.

The parties hereto agree that this Amendment is executed by the Successor Trustee, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said trustee personally to pay any amount due pursuant to the Credit Agreement or the Mortgage as amended hereby, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder and that so far as the trustee personally is concerned, the holder or holders of the Credit Agreement and the owner or owners of any indebtedness accruing thereunder shall look solely to the Property conveyed by the Mortgage, as amended hereby, for the payment thereof, by the enforcement of the lien created by the Mortgage as amended hereby, in the manner therein provided, by action against any other security given to secure the payment of the Credit Agreement and by action to enforce the personal liability of any signatory of the Credit Agreement.

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This Amendment shall be attached to and made a part of the Credit Agreement and a duplicate copy thereof attached to and made a part of the Mortgage.


The Mid-City National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated December 5, 1978, and known as Trust No. 1422

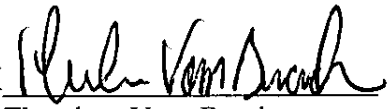
ATTEST

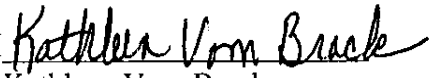
By: \_\_\_\_\_

By:  HARRY PETRULEAS  
LAND TRUST OFFICER

Its: \_\_\_\_\_

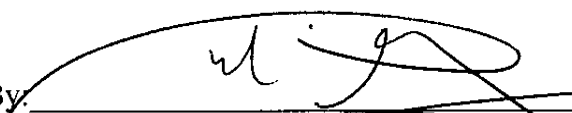
Its:  RICHARD S. WITEK  
Assistant Vice President  
& Trust Officer

X   
Theodore Vom Brack

X   
Kathleen Vom Brack

CORUS BANK

Accepted and Acknowledged this 17<sup>th</sup>  
day of April, 2001.

By:   
Title: SID

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State of Illinois)  
 ) SS.  
County of Cook)

I, Araceli Carreon, a Notary Public in and for said county in the state aforesaid do hereby certify that Theodore Vom Brack and Kathleen Vom Brack is personally known to me respectively, appeared before me this day in person and acknowledge that they signed and delivered the within instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 13<sup>th</sup> day of APRIL, 2001.

Araceli Carreon

Notary Public

My commission expires: 11-17-04



STATE OF ILLINOIS)  
 ) SS.  
COUNTY OF COOK)

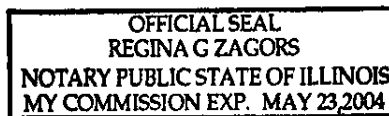
I, the undersigned, a Notary Public in and for said county and state aforesaid do hereby certify that HARRY PETRULEAS, of MID-CITY NATIONAL BANK and RICHARD S. WITEK, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such LAND TRUST OFFICER and Assistant Vice President & Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 16<sup>th</sup> day of April, 2001.

Regina G Zagors

Notary Public

10321503



My commission expires: 5-23-04

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## EXHIBIT A

The real estate described as:

PARCEL 1: THE SOUTH 57 1/2 FEET OF THE NORTH 107 1/2 FEET OF THE EAST 1/2 OF THE WEST 1/3 (EXCEPT THE EAST 40 FEET THEREOF) OF THE NORTH 12 ACRES OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2: THE SOUTH 9 FEET 8 3/8THS INCHES OF THE NORTH 117 FEET 2 3/8THS INCHES OF THE EAST 1/2 OF THE WEST 1/3 (EXCEPT THE EAST 40 FEET THEREOF) OF THE NORTH 12 ACRES OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 15-01-111-042  
15-01-111-079

Common address of property: 1314 Franklin Ave., River Forest, IL 60305

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