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Cook County Recorder 29.00



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**AMENDMENT TO HOME EQUITY  
LINE OF CREDIT AGREEMENT AND MORTGAGE**

THIS AMENDMENT, made this 13th day of December, 1999, by and between American National Bank & Trust Co. of Chicago, as Trustee Under Trust Agreement dated 08/02/91, and known as Trust #114322-00, as Borrower under the hereinafter described Credit Agreement and the hereinafter described Mortgage (hereinafter referred to as the "Borrower"), and PlainsBank of Illinois, N.A. (hereinafter referred to as the "Bank").

**WITNESSETH:**

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement dated December 13, 1994 (the "Credit Agreement") pursuant to which the Bank established a line of credit for the benefit of the Borrower in the maximum amount of \$145,000.00 (the "Line of Credit") bearing interest at an Annual Percentage Rate one half percent over the Prime Rate (defined therein); and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, the Borrower executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded on December 22, 1994, in Cook County, Illinois, as document number 04066595, pursuant to which the Borrower mortgaged, granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto; and made a part hereof:

This Agreement was prepared by:  
PlainsBank of Illinois, N.A.  
678 Lee Streets  
Des Plaines, IL 60016

WHEREAS, the Borrower has requested that the Bank extend the Line of Credit

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under the Credit Agreement; and


WHEREAS, the Bank and the Borrower have agreed to extend the Maturity Date of the Credit Agreement and desire to amend the Credit Agreement and the Mortgage to reflect such change and other changes as set forth herein; and

NOW, THEREFORE, all other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises herein, the Borrower and the Bank agree as follows:

1. The foregoing preambles are hereby made a part hereof.
2. Maturity Date, Draw Period and Repayment Period (as such terms are defined in the Credit Agreement) pursuant to the terms and conditions of the Credit Agreement are hereby extended to December 13, 2004. The Credit Agreement and the Mortgage are hereby amended to reflect this change.
3. All terms, provisions and conditions of the Credit Agreement and the Mortgage not amended hereby are hereby confirmed.
4. The parties hereby warrant that the Credit Agreement and the Mortgage, as amended hereby, are valid, binding and enforceable according to their terms.
5. This Amendment shall be attached to and made a part of the Credit Agreement and the Mortgage.

American National Bank & Trust Co. of Chicago, as Trustee U/T/A dated 8/2/93 and known as Trust #114322-00

PLAINSBANK OF ILLINOIS, N.A.

  
BY: Geraldine E. Rickert, Vice President

Accepted and Acknowledged this  
25 day of JANUARY, 2000

Trust Office  
SEE HERE ATTACHED FOR SIGNATURE OF  
TRUSTEE AND NOTARY ACKNOWLEDGMENT

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

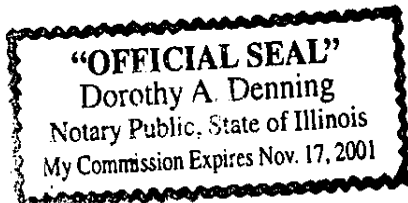
IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee, as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee, as aforesaid, and not personally,

By *Annette N. Brusca*  
Annette N. Brusca, Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify Annette N. Brusca an officer of American National Bank and Trust Company of Chicago 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 said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this 27<sup>th</sup> day of January, 2000.



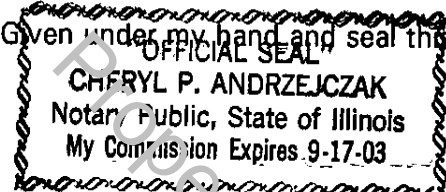
*Dorothy A. Denning*  
NOTARY PUBLIC

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State of Illinois )  
                                  )SS.  
County of            )

I, the undersigned, a Notary Public in and for said county in the state aforesaid do certify that Geraldine E. Rickert, Vice President who are 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 25 day of January, 2000  
  
Cheryl P. Andrzejczak  
Notary Public

My commission expires:

9/17/03

STATE OF ILLINOIS)  
                                  )SS.  
COUNTY OF COOK)

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that, \_\_\_\_\_, Assistant Vice President/Trust Officer of American National Bank & Trust Co. of Chicago, as Trustee U/T/A dated 8/2/91 and known as Truste #114312-00, and \_\_\_\_\_, Assistant Vice President/Trust Officer/ Assistant Secretary thereof, personally known to me to be the same persons whose names are described to foregoing instrument as such Vice President/Trust Officer and Assistant Vice President / Trust Officer/ Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered and said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said Assistant Vice President/Trust Officer/Assistant Secretary did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### The real estate described as:

#### PARCEL 1:

UNIT 2043 IN MAGNOLIA STREET RESIDENCES CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 28, 29 AND 30 IN BLOCK 5 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 91508753 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 4, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 91508753.

PROPERTY ADDRESS: 2043 Magnolia, Chicago, IL 60614

PIN: 14-32-134-055-1006

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