

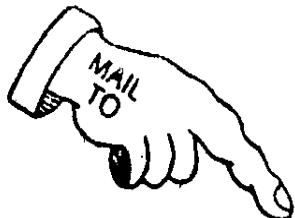
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Cook County Recorder 29.50



0020398140

Prepared by Tabbie Thew of Wells Fargo  
Consumer Loans, Tel. (719) 536-380-3021  
3rd. Ave., North Billings, MT 59101  
**\*\*WHEN RECORDED MAIL TO:**  
Optima is.com @ 1920 Main St. #450,  
Irvine, CA 92614



### Amendment to Mortgage HEALOC

Account No: 451 6303781

5975 N. ODELL AVE. 6B., CHICAGO IL 60631

This Amendment to Mortgage ("Amendment") is made as of this 6<sup>TH</sup> day of **NOVEMBER**, 2001 by and between Wells Fargo Bank West, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and **GEORGE GOUNARIS, A SINGLE PERSON** (whether one or more, the "mortgagor").

**Recitals**

- A. The Lender is the holder of the Home Equity Access Line Agreement of:
  - The Mortgagor (also referred to as the "Borrower"),
  - GEORGE GOUNARIS, A SINGLE PERSON** (referred to as the "Borrower"), which is **SEPTEMBER 7, 2001**, under which the Lender has extended to the Borrower a revolving line of credit (such Home Equity Access Line Agreement, together with any modifications to it made prior to the date of this Amendment, referred to as the "Note"). The credit limit for the revolving line of credit evidenced by the Note currently is **\$28,640.00**.
- B. To secure payment of the amounts outstanding under the Note, the Mortgagor has given a mortgage or deed of trust to the Lender dated **SEPTEMBER 7, 2001**, (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Amendment, referred to as the "Mortgage"), covering and placing a lien upon the real property more particularly described in the Mortgage. The Mortgage was originally filed for record on **SEPTEMBER 7, 2001** in the office of the **REGISTRAR** of **COOK** county as Document No. **0011017478** in Book/Roll **N/A** Page/Image **N/A**.
- C. In connection with the original filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of such county in the amount of \$ **N/A** on **N/A**, **N/A**, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number **N/A**.
- D. The Mortgagor acknowledges that the Mortgage is valid and enforceable and represents the Mortgagor's legal and binding obligations, free and clear of any claim, defense or offset.
- E. The Mortgagor and the Bank now desire to amend the Mortgage to reflect certain changes to the Borrower's revolving line of credit with the Bank that is secured by the Mortgage.
- F. **SEE ATTACHED EXHIBIT A**  
**TAX ID# 12-01-401-039-1044**

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P 5  
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B

**Agreement**

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Agreement agree as follows:

- HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated NOVEMBER 6, 2001 (the "Modification"), which modifies the Note as follows:
  - Change in Credit Limit.** The Borrower's maximum credit limit under the revolving line of credit is changed to a maximum principal amount of \$35,640.00.
  - Extension of Maturity Date.** The revolving line of credit will terminate and the entire unpaid principal balance outstanding on the Note, together with any unpaid finance charges and other charges, will be due and payable in full on SEPTEMBER 20, 2011. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HEALOC Modification Agreement, as disclosed in the HEALOC Modification Agreement
  - Increased Rate of Finance Charge.** The daily periodic rate is now equal to 1/365 of + 2.49 % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Note (if previously modified, as so modified), which is:
    - the highest prime rate published in the Wall Street Journal "Money Rates" table.
    - The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
  - Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Note as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the modified Note.
  - New Home Equity Access Line Agreement.** The Note matured on N/A, N/A, and the Mortgagor and Lender now desire to amend the Mortgage to reflect the execution and delivery by the Borrower to the Lender of a renewal and replacement Home Equity Access Line Agreement, dated N/A, N/A, (the "Renewal Note"), which now evidences the Borrower's revolving line of credit described in the recitals above. The Renewal Note is issued in renewal and replacement of (and not in repayment of) the Note.

The references in the Mortgage to the principal amount (credit limit), maturity date, and rate of finance charge in the Note are hereby amended to the extent necessary to reflect the principal amount (credit limit), maturity date, and rate of finance charge in the Renewal Note. The Renewal Note is in the principal amount of \$ N/A (the credit limit), it matures on N/A, and it bears a daily periodic rate of finance charge equal to 1/365 of N/A % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Renewal Note, which is:

- the highest prime rate published in the Wall Street Journal "Money Rates" table.
- The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
- N/A

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Renewal Note, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the Renewal Note.

**The following terms and conditions apply regardless of which boxes are checked above:**

All original terms and conditions of the Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Amendment, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.

The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.

IN WITNESS WHEREOF, the Mortgagor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank West, N.A.

By: Diane Allen

DIANE ALLEN

Its: OFFICER

GEORGE GOUNARIS

Witness

Print Name

Witness

Print Name

STATE OF COLORADO )

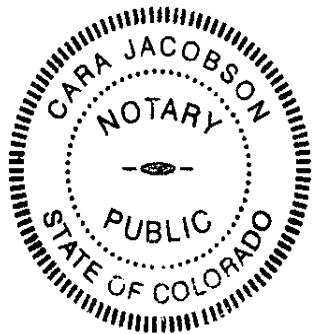
) ss.

COUNTY OF EL PASO )

Before me, a Notary Public in and for said county and state, personally appeared DIANE ALLEN, OFFICER of Wells Fargo Bank West, N.A., Formerly known as Norwest Bank N.A. a National Association, and acknowledged the execution of the foregoing Amendment on behalf of such National Association, this 6<sup>th</sup> day of NOVEMBER 2001.

Cara Jacobson  
Notary Public CARA JACOBSON  
MY COMMISSION EXPIRES: 9/18/2005

State of COLORADO



STATE OF IL )

) ss.

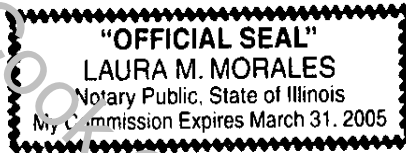
COUNTY OF Cook )

Before me, a Notary Public in and for said county and state, personally appeared

George Chounaris and \_\_\_\_\_  
(a single person) / (single persons) (husband and wife) and acknowledged the execution  
of the foregoing Amendment on this 12 day of NOV., 2001.

Laura M. Morales  
Notary Public

Ill.  
State of



This instrument was drafted by:

Wells Fargo Bank West N.A. Formerly known as Norwest Bank N.A  
4455 ArrowsWest Drive  
Colorado Springs, CO 80907

Cook County Clerk's Office

## EXHIBIT "A"

UNIT 6-8 IN PARKWAY CIRCLE CONDOMINIUMS, AS DELINEATED ON SURVEY OF LOT 1 AND LOT 2 IN KISLA'S SUBDIVISION OF PART OF THE EAST ½ OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE AFORESAID LOT 2, THAT PART TAKEN FOR KISLA'S 2<sup>ND</sup> SUBDIVISION OF PART OF THE EAST ½ OF SECTION AFORESAID): ALSO LOT 1 IN KISLA'S 2<sup>ND</sup> SUBDIVISION OF PART OF THE EAST ½ OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF PART OF LOT 2 IN KISLA'S SUBDIVISION OF SAID EAST ½ OF SECTION 1. ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1957 AS DOCUMENT 17007741, IN COOK COUNTY, ILLINOIS ALSO THAT PART OF THE EAST ½ OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS LOCATED BY MEASURING FROM THE NORTH WEST CORNER OF THE EAST ½ OF LOT 1 OF THE NORTHEAST ¼ OF SECTION 1; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST ½ OF SAID LOT 1, 990 FEET; THENCE NORTH 87 DEGREES 0 MINUTES EAST, 705.4 FEET MORE OR LESS TO THE EAST LINE OF LAND CONVEYED TO JOSEPHINE KRICK BY SOLOMON H. BURHANS AND WIFE, DEED DATED AUGUST 25, 1971 AND RECORDED AS DOCUMENT 74892, IN THE RECORDER'S OFFICE OF SAID COUNTY IN BOOK 137, PAGE 501; THENCE SOUTH 2 DEGREES WEST ALONG THE EAST LINE OF LAND CONVEYED BY SAID DEED TO JOSEPHINE KRICK, TO THE SOUTH LINE OF PETERSON AVENUE AS DEDICATED BY DEED RECORDED DECEMBER 17, 1946 AS DOCUMENT 13964108, BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT, DESCRIBED AS FOLLOWS: RUNNING THENCE SOUTH 2 DEGREES WEST ALONG SAID EAST LINE, A DISTANCE OF 150 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF PETERSON AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH 2 DEGREES EAST AND PARALLEL WITH SAID EAST LINE ABOVE DESCRIBED, A DISTANCE OF 150 FEET TO THE SOUTH LINE OF PETERSON AVENUE; THENCE EAST ON SAID SOUTH LINE OF PETERSON AVENUE, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY THE FIRST NATIONAL BANK OF HIGHLAND PARK AS TRUSTEE UNDER TRACT AGREEMENT DATED JULY 14, 1972 AND KNOWN AS TRUST NUMBER 1361 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23951433; TOGETHER WITH AN UNDIVIDED 100 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.