



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

UCA 746 0148 512 712

WELLS FARGO AMENDMENT TO MORTGAGE/DEED OF TRUST HELOC

This Amendment to Mortgage/Deed of Trust ("Amendment") is made as of this 4 day of January, 2002 by and between
WELLS FARGO BANK ILLINOIS, NATIONAL ASSOCIATION (formerly known as Norwest Bank National Association) having its office at 121 W 1st St (the "Lender"), and Matthew H Vulich and Maureen R Vulich, husband and wife (whether one or more, the "Mortgagor").

Recitals

A. The Lender is the holder of the home equity line agreement of:

the Mortgagor (also referred to as the "Borrower"), Matthew H Vulich and Maureen R Vulich, husband and wife (referred to as the "Borrower"), which is dated 11/30/2000, under which the Lender has extended to the Borrower a revolving line of credit (such home equity 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 \$ 50,000.00.

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 11/30/2000, (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 2/5/2001, in the office of the County of Cook County, as Document No 0010095229 in Book/Roll

Page/Image

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 \$ on, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number

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. Property description (if applicable):

SEE ATTACHED LEGAL DESCRIPTION

5/25/02

UNOFFICIAL COPY

CLERK COUNTY
RECORDS
JAN 11 2004
10:10 AM

Property of Cook County Clerk's Office

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:

HELOC Modification Agreement. The Borrower has executed and delivered to the Bank a HELOC Modification Agreement dated 1/4/2002 (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 \$ _____.

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 _____. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HELOC Modification Agreement, as disclosed in the HELOC Modification Agreement.

Increased Rate of Finance Charge. The daily periodic rate is now equal to 1/365 of _____ % 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 line agreement. The Note will mature/matured on 11/30/2030, 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 line agreement, dated 1/4/2002 (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 \$ 60000.00 (the credit limit), it matures on 1/4/2032, and it bears a daily periodic rate of finance charge equal to 1/365 of 0.5 % 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%).

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 ILLINOIS
(formerly known as Norwest Bank

NATIONAL ASSOCIATION ILLINOIS
(National Association)

By: [Signature]

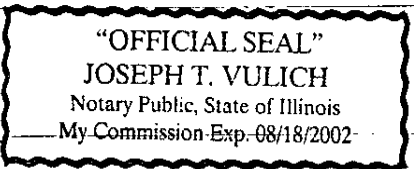
[Signature]
Mortgagor MATTHEW H VULICH

Its: Personal Banker

[Signature]
Mortgagor MAUREEN R VULICH

STATE OF ILLINOIS
COUNTY OF USPAGE) ss.

Before me, a Notary Public in and for said county and state, personally appeared Matthew Vulich & Maureen Vulich, the
of _____,
a _____, and acknowledged the execution of the foregoing
Amendment on behalf of such _____
on this 12 day of JANUARY, 2002.



[Signature]
Notary Public State of _____

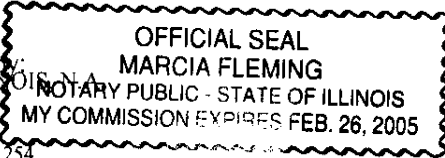
STATE OF Illinois
COUNTY OF Henry) ss.

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

a Single Person Single Persons husband and wife acknowledged the execution of the foregoing

Amendment on this 4th day of January, 2002

[Signature]
Notary Public State of Illinois



This Instrument was drafted by:
WELLS FARGO BANK ILLINOIS, N.A.
121 W 1ST ST GENESEO, IL 61254

WELLS
FARGO

Home Equity Access Line Rider

(open end credit with variable rate interest)

This Home Equity Access Line Rider is dated 1/4/2002 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned ("Borrower") to secure Borrower's Home Mortgage or Deed of Trust Borrower's Home Equity Access Line Agreement with:

WELLS FARGO BANK ILLINOIS, N.A.

("Lender")

of the same data covering the property described in the Mortgage and located at:

410 E MAPLE AVE LA GRANGE IL 60525

Property Address

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note," as used in the Mortgage and this Rider, refers to the Home Equity Access Line Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender. The amount stated in the Mortgage as the principal sum of the indebtedness is the credit limit for the line of credit. All advances made at any time by Lender in accordance with the terms of the Note, and all interest on the advances, shall be secured by the Mortgage. However, at no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced in accordance with the mortgage to protect the security of the Mortgage, exceed the stated credit limit for the line of credit.
3. The Note provides for:

a variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of .50 % plus the "Index Rate."

The daily periodic rate may increase if THE HIGHEST PRIME RATE PUBLISHED IN THE
WALL STREET JOURNAL 'MONEY RATES' TABLE

(the "Index Rate") increases. The initial daily periodic rate is 0.014384 %. This corresponds to an annual percentage rate of 5.25%. The annual percentage rate will never be more than 18.00%. The daily periodic rate will be adjusted on the first business day of every month, using the Index Rate in effect on the last business day of the prior month. An increase in the daily periodic rate may increase the monthly payment due.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$60,000.00 . LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

Matthew H Vulich
Borrower's signature MATTHEW H VULICH

Maureen R Vulich
Co-Borrower's signature MAUREEN R VULICH

ATTACHED LEGAL DESCRIPTION

EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS.

LOT 5 IN BLOCK 15 IN LEITER'S THIRD ADDITION TO LAGRANGE, A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF BLUFF AVENUE (EXCEPT THE WEST 1095 FEET OF THAT PART OF SAID PREMISES LYING NORTH OF THE SOUTH 710 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Clerk's Office of Cook County