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Ito: 0020899139

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2002-08-15 13:08:56

Cook County Recorder 29.00

This instrument was prepared by and when recorded mail to: Corus Bank, N.A. 4800 N. Western Avenue Chicago, IL 60625





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

THIS AMENDMENT, made this 28th day of June, 2002, by and between Justice Obed and Kim V. Obed, his wife, in joint tenancy, and Corus Bank, N A. f/k/a River Forest State Bank and Trust Company (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, Justice Obed and Kin V. Obed executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated August 29, 1995 (the "Credit Agreement") pursuant to which the Bank established a Home Equity Line (defined therein) for the benefit of Justice Obed and Kim V. Obed in the maximum amount of \$28,500.00 bearing interest at an **ANNUAL PERCENTAGE RATE** as set forth therein; for a period of seven years; and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, Justice Obed and Kim V. Obed executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded on September 5, 1995, in Cook County, Illinois, as document number 95588445, pursuant to which Justice Obed and Kim V. Obed, mortgaged, granted and convoved to the Bank certain real property described therein and on Exhibit A attached hereto; and

WHEREAS, a bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) was filed by Justice Obed and Kim V. Obed as case number 01-22661; and

WHEREAS, Justice Obed and Kim V. Obed was granted a discharge under section 727 of title 11, United States Code (the Bankruptcy Code) whereby Justice Obed and Kim V. Obed legal obligation to pay the indebtedness arising from the Credit Agreement was discharged October 19, 2001;

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WHEREAS, Justice Obed and Kim V. Obed has 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 and Justice Obed and Kim V. Obed 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.

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, Justice Obed, Kim V. Obed and the Bank agree as follows (The foregoing preambles are hereby made a part hereof())

- 1. The Final Maturity Date (as defined in the Credit Agreement and the Mortgage) is hereby extended to August 29, 2004; and
- 2. Available Toans (a defined in the Credit Agreement) will no longer be available under the Credit Agreement; and
- 3. Paragraph 17 of the Mortgage is hereby amended to provide that the Mortgage, as amended hereby, secures all indebtedness arising from the Credit Agreement, including future advances (made pursuant to the Credit Agreement and Mortgage), whether discretionary or obligatory, as are made from the date hereof until the Final Maturity Date, as extended bereby.

All terms, provisions and conditions of the Credit Agreement the Mortgage not amended hereby are hereby confirmed. The mended hereby are and the Mortgage not amended hereby are hereby confirmed. parties hereto warrant that the Credit Agreement and the Mortgage & as amended hereby are valid, binding and enforceable according to Notwithstanding the foregoing the Bank acknowledges their terms. that Justice Obed and Kim V. Obed personal obligation to pay the Credit Agreement indebtedness remains forever discharged and that by affixing their signatures hereto the parties agree that there is no intent by the parties to recreate any personal obligation on behalf of Justice Obed and Kim V. Obed for the indebtedness.

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The indebtedness due in accordance with the Credit Agreement as of the date hereof is equal to \$28,383.18.

Justice Obed and Kim V. Obed and the Bank have had an opportunity to review this agreement with their respective attorneys.

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.

Justice Obed

Kim V. Obed

C/O/A/S O/FICO

Accepted and Acknowledged this 2 day of 200 1

Open or

Title:

OFFICIAL SEAL
VOLANDA SHORT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-4-2003

Accepted and Acknowledged this

day of Angust 200

Title

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EXHIBIT A

The real estate described as:

LOT 18 IN PYTEREKS' SUBDIVISION OF PART OF THE NORTH > OF THE SOUTH EAST > OF THE NORTHWEST > OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE RIGHT OF WAY OF BALTIMORE AND OHIO RAILROAD ACCORDING TO THE PLAT RECORDED JULY 8, 1926 AS DOCUMENT 9332244 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 21-31-121-003

Common address of property: 8131 S. Saginaw, Chicago, IL

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State of Illinois)
County of Coot) SS.
I, Notary Public in and for said county in the state aforesaid do hereby certify that Justice Obed who is personally known to me, appeared before me this day in person and acknowledge that he signed and delivered the within instrument as his own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and seal this 31 day of 50 ,
Notary Public
My Commission Expires:
3-4-03 OFFICIAL SEAL YOLANDA SHORT NOTARY PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES 3-4-2003
State of Illinois)
County of County
I, which is a Notary Public in and for said county in the state aforesaid do hereby certify that Kim V. Obed who is personally known to me, appeared before me this day in person and acknowledge that she signed and delivered the within instrument as her own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and seal this 31 day of 31 .

My Commission Expires:

OFFICIAL SEAL
YOLANDA SHORT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-4-2003