



0021315202

Amendment to Mortgage  
HEALOC

Prepared By:

Bobbi L Shaw

Wells Fargo Home Equity  
4455 ArrowsWest Drive  
Colorado Springs, CO 80907

APN: Tax ID #: 17-04-205-064-1013

Account No: 654 2130766

Collateral Address:  
1430 North Lasalle, G1, Chicago, IL 60610

This Amendment to Mortgage ("Amendment") is made as of this 12<sup>th</sup> day of June, 2002 by and between Wells Fargo Bank, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and Nathan F. Coco, and Deborah Gordon, Husband and Wife As Tenants By The Entirety. (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")
  - Nathan F. Coco, and Deborah Gordon (referred to as the "Borrower"), which is April 17, 2002, 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 \$100,000.00.
- 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 April 17, 2002, (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 April 17, 2002 in the office of the REGISTRAR of Cook county at
- C. Document No. 0020530491 in Book/Roll N/A Page/Image N/A.
- D. 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 the Treasurer placed his/her stamp on the Mortgage, such stamp bearing number N/A.
- E. 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.
- F. 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.
- G. SEE ATTACHED EXHIBIT A  
APN: Tax ID#: 17-04-205-064-1013

Handwritten initials/signature

Handwritten notes: Syeo, P.5, M.1/16, CW

# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or title area.

Property of Cook County Clerk's Office

Faint, illegible text at the bottom of the page, possibly a footer or signature area.

**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 6/12/2002 (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 \$200,000.00.
- 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 4/20/2012. 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 + 1.365 % 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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, N.A.

*Nathan F. Coco*  
Nathan F. Coco

By: *Jill K. Fowler*  
Jill K. Fowler  
Officer

*Deborah Gordon*  
Deborah Gordon

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

\_\_\_\_\_  
\_\_\_\_\_

Witness\*

Print Name

Witness\*

Print Name

STATE OF COLORADO )

) ss.

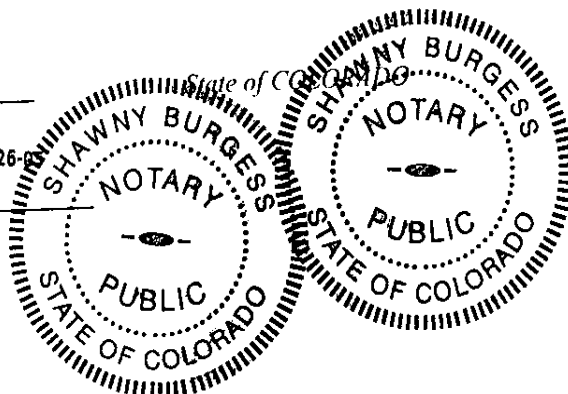
COUNTY OF EL PASO )

Before me, a Notary Public in and for said county and state, personally appeared, Jill K. Fowler OFFICER of Wells Fargo Bank, N.A., and acknowledged the execution of the foregoing Amendment on behalf of Wells Fargo Bank, N.A. this 12 day of June, 2002.

*Shawny Burges*  
Notary Public: \_\_\_\_\_  
My Commission Expires 11-26-05

MY COMMISSION EXPIRES: \_\_\_\_\_

My Commission Expires 11-26-05



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois )

) ss.

COUNTY OF Cook )

Before me, a Notary Public in and for said <sup>Kane</sup> county and state, personally appeared

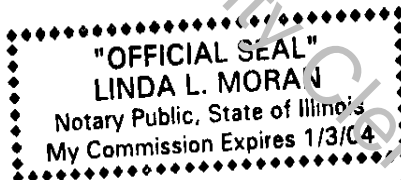
Nathan F. Coco, Deborah Gordon

~~(a single person)~~ ~~(single persons)~~ (husband and wife) and acknowledged the execution

of the foregoing Amendment on this 17th day of June, 2002.

Linda L. Moran  
Notary Public

Illinois  
State of



This instrument was drafted by:

Wells Fargo Home Equity  
4455 Arrowswest Drive  
Colorado Springs, CO 80907

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Exhibit "A"

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF COOK,  
STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

UNIT G-1 AND PARKING SPACE 11 IN TERRACES ON LASALLE CONDOMINIUM,  
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS,  
AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS  
DOCUMENT NUMBER 92508441, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office