

After Recording Return To  
Stewart Mortgage Information  
Attn: Desira Singleton  
P. O. Box 540817  
Houston, TX 77254-0817  
Job: 110-2230

**UNOFFICIAL COPY** 0030492376

8487/0116 30 001 Page 1 of 5  
2003-04-11 13:30:06  
Cook County Recorder 32.50



0030492376

## AMENDMENT TO MORTGAGE

This Amendment to Mortgage (the "Mortgage Amendment") is made and entered into by and between Ohio Savings Bank, a federal savings bank ("Mortgagee") and John M. Noyes and Rebecca D. Noyes ("Mortgagor", which term refers to both borrowers if there is more than one) for the purpose of amending that certain Mortgage dated April 26, 2000 from Mortgagor to Mortgagee recorded at Document Number 00378688 in the Records of Cook County, Illinois (the "Mortgage"), which encumbers the real property described in Exhibit A attached hereto and incorporated herein, located at 5729 West Ainslie Street, Chicago, Illinois 60630.

Mortgagor executed and delivered to Mortgagee the Mortgage to secure the obligations of Mortgagor to repay all amounts borrowed under a Home Equity Line of Credit ("HELOC") with a credit limit of Nineteen Thousand and 00/100 Dollars (\$19,000.00) as evidenced by a certain Home Equity Disclosure and Agreement dated April 26, 2000. Mortgagor has requested that Mortgagee increase the credit limit available under Mortgagor's HELOC and Mortgagee is willing to do so upon the terms and conditions stated in the Amendment to Home Equity Disclosure and Agreement of even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Mortgagor and Mortgagee agree as follows:

1. The credit limit for Mortgagor's HELOC shall be increased to Thirty Thousand and 00/100 Dollars (30,000.00) effective upon filing of this Mortgage Amendment.
2. Except as provided herein, all terms and conditions of the Mortgage remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Mortgage Amendment and the provisions of the Mortgage, the provisions of this Mortgage Amendment shall govern and control.

Account #: 5494125

# UNOFFICIAL COPY

This Instrument Prepared By:  
Vivian L. Solganik, Esq.  
Ohio Savings Bank  
1801 East Ninth Street, Suite 200  
Cleveland, Ohio 44114

30492376

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Mortgage as of April 8th, 2003.

Witnesses as to Ohio Savings Bank

Ohio Savings Bank

Jennifer M Thomas  
Signature  
Printed Name: Jennifer M. Thomas

By: Patrick S. Gluesing  
Printed Name: Patrick S. Gluesing  
Title: Senior Vice President

Sharon Hilton  
Signature  
Printed Name: Sharon Hilton

Witnesses as to Mortgagor(s)

Mortgagor(s)

T.J. Flood  
Signature  
Printed Name: T.J. Flood

John M. Noyes  
Signature  
Printed Name: John M. Noyes

T.J. Flood  
Signature  
Printed Name: T.J. Flood

Rebecca D. Noyes  
Signature  
Printed Name: Rebecca D. Noyes

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This Instrument Prepared By:  
Vivian L. Solganik, Esq.  
Ohio Savings Bank  
1801 East Ninth Street, Suite 200  
Cleveland, Ohio 44114

30492376

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, on this 8th day of April, 2003, personally appeared Patrick S. Gluesing, the Senior Vice President, of Ohio Savings Bank, who acknowledged to me that, with due authorization and as such officer, he/she did sign the foregoing instrument on behalf of said bank, and that such signing was his/her free act and deed, individually and as such officer, and the free act and deed of said bank.

(SEAL)

*Sharon Hilton*  
\_\_\_\_\_  
Notary Public

SHARON HILTON, Notary Public  
STATE OF OHIO, Cuyahoga County  
My Commission Expires Oct. 23, 2007

My Commission Expires \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, a Notary Public in and for said County and State, on this 18<sup>th</sup> day of MARCH, 2003, personally appeared John M. Noyes, who acknowledged to me that he/she did sign the foregoing instrument, and that such signing was his/her free act and deed.



(SEAL)

*T. J. Flodin*  
\_\_\_\_\_  
Notary Public

My Commission Expires 10-23-06

**UNOFFICIAL COPY**

This Instrument Prepared By:  
Vivian L. Solganik, Esq.  
Ohio Savings Bank  
1801 East Ninth Street, Suite 200  
Cleveland, Ohio 44114

**30492376**

STATE OF Illinois)  
) SS:  
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, on this 28<sup>th</sup> day of MARCH, 2003 personally appeared Rebecca D. Noyes, who acknowledged to me that he/she did sign the foregoing instrument, and that such signing was his/her free act and deed.



(SEAL)

TJ FLODIN  
Notary Public  
My Commission Expires 10-23-06

This Instrument Prepared By:  
Vivian L. Solganik, Esq.  
Ohio Savings Bank  
1801 East Ninth Street, Suite 200  
Cleveland, Ohio 44114

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Exhibit "A"      **30492376**

## Legal Description

THE WEST OF 33-1/3 FEET OF LOT SIX (6) IN BLOCK FOUR (4) IN FREE'S ADDITION TO THE VILLAGE OF JEFFERSON, BEING THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

AP #: 13-08-427-009-0000

Property of Cook County Clerk's Office