## **UNOFFICIAL COPY**

9310541138

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 04/15/2003 12:31 PM Pg: 1 of 4

1823002907 CIC

This instrument was prepared by and when recorded mail to: Mary Vesic Corus Bank N.A. 2401 N. Halsted Chicago, IL 60614

For Recorder's Use Only

AMENDMENT TO PIVER 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 4th day of March, 2003, by and between Julio Cruz married to Milagros Santiago as Borrowers under the hereinafter described Credit Agreement and as Mortgagor under the hereinafter described Mortgage (hereinafter referred to as the "Borrowers"), and CORUS Bank, N.A., f/k/a River Forest State Bank and Trust Company (hereinafter referred to as the "Bank").

#### WITNESSE7 H.

WHEREAS, the Borrowers have executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated April 30, 1996 (the "Credit Agreement") pursuant to which the Bank established a Home Equity Line (defined therein) for the benefit of the Borrowers in the maximum amount of \$17,000.00, bearing interest at an **ANNUAL PERCENTAGE RATE** equal to 3.00% in excess of the Prime Rate; for a period with an initial Draw Period (defined therein) of 7 years from the date of the Credit Agreement; and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, the Borrowers executed and delivered to the Bank that certain Mortgage dated the same date (the "Mortgage") and recorded on May 3, 1996, in Cook County, Illinois, as document number 96337432, pursuant to which the Borrowers mortgaged, granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto; and

WHEREAS, the Borrowers have 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 the Borrowers 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.

BOX 333-CTI

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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, the Borrowers and the Bank agree as follows:

The foregoing preambles are hereby made a part hereof.

XXX The Draw Period of the Home Equity Line is hereby extended from April 30, 2003 to April 30, 2010. The Credit Agreement is hereby amended to reflect this change.

XXX The Final Payment Date (as defined in the Mortgage) is hereby extended to April 30, 2010.

All terms, provisions and conditions of the Credit Agreement and the Mortgage not amended hereby are hereby confirmed.

The parties hereto warrant that the Credit Agreement and the Mortgage, as amended hereby, are valid, binding and enforceable according to their terms.

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.

X Julio Cruz

Milagros Santiage

C/O/A/S O/A/CO

Corus Bank

Accepted and Acknowledged this 2+6

day of Apri

2003.

By:\_

Title: L AV

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#### **EXHIBIT A**

The real estate described as:

LOT 9 (EXCEPT THE NORTH 15 FEET THEREOF) AND LOT 10 IN BLOCK 15 IN PAULINGS BELMONT AVENUE ADDITION TO CHICAGO IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number, 43-27-111-024 \ /

Common address of property: 3030 N. Kolmar, Chicago, Illinois 60641

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NOTARY
State of Illinois County of Cook
I, Nancy T. Pareisi, a Notary Public in and for said county in the state aforesaid do hereby certify that Julio Cruz who are personally known to me respectively, appeared before me this day in person and acknowledge that they signed and delivered the within instrument as their own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and seal this 2rd day of 4pRi , 2003.
Notary Public / Publi
My Commission Expires:  11-17-04  NANCY T. PARISI NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/17/2004
NOTARY
State of Illinois County of COK
I, Linda Roman, a Notary Public in and for said county in the state aforesaid do hereby certify that Milagros Santiago who are personally known to me respectively, appeared before me this day in person and acknowledge that they signed and delivered the within instrument as their own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and seal this day of, 2003.
Renda Roman Notary Public

My Commission Expires:

2005 01-100

"OFFICIAL SEAL"
LINDA ROMAN
Notary Public, State of Illinois
My Commission Expires Oct. 16, 2005