



Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 04/16/2003 04:04 PM Pg: 1 of 5

Amendment to Deed of Trust

Prepared By:
Gloria Copeland

HEALOC

Wells Fargo Home Equity
4455 ArrowsWest Drive
Colorado Springs, CO 80907
Tax ID: 1706405003/004
Account No: 4516266525

Record and Return to:
Wells Fargo Seviles Co.
P.O. Box 31557
Billings, MT 59017-9900

Collateral Address:

1751 West Division Street # 4W, Chicago IL 60622

This Amendment to Mortgage ("Amendment") is made as of this **18th** day of **November, 2002** by and between Wells Fargo Bank West, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and **Carl S. Smith, A Single Man** (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"),
 - ☐ **Carl S. Smith** (referred to as the "Borrower"),
which is **September 14, 2001**, 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 **\$57,400.00**.
- 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 **September 14, 2001**, (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 **September 14, 2001**, in the office of the REGISTRAR of **Cook** county as Document No. **0010860523** in Book/Roll **N/A** Page/Image **N/A**.
- 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 \$ **N/A** on **N/A**, **N/A**, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number **N/A**.
- 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. SEE ATTACHED EXHIBIT A
Tax ID#: 1706405003/004

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Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Amendment agree to as follows:

- ☐ **HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated November 18, 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 \$80,000.00.
- ☐ **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 September 20th, 2011. 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 +0.625% 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.

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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 West, N.A.

Carl S Smith

Carl S Smith

By:

Jill K. Fowler
Jill K. Fowler

Its:

Officer

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 West, N.A. Formerly Known as Norwest bank N.A.

, and acknowledged the execution of the foregoing

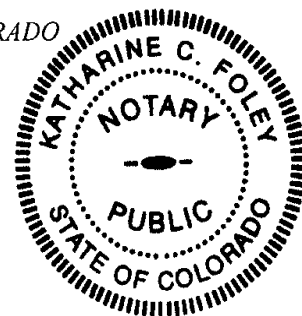
Amendment on behalf of Wells Fargo Bank West, N.A. this 18 day of November 2002

Katharine C. Foley
Notary Public:

Katharine C. Foley

MY COMMISSION EXPIRES: My Commission Expires 12-12-06

State of COLORADO



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STATE OF Ill)COUNTY OF Cook) ss.

Before me, a Notary Public in and for said county and state, personally appeared
Carl S Smith

(a single person) (single persons) (husband and wife) and acknowledged the execution
of the foregoing Amendment on this 25 day of NOV, 2007.

Tara Blake TC
Notary Public State of



This instrument was drafted by:

Wells Fargo Home Equity
526 Chapel Hills Drive
Colorado Springs, CO 80920

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Exhibit "A"

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

LOTS 7 AND 8 IN FRICKE AND DOSE'S SUBDIVISION OF BLOCK 4 IN JOHNSTON'S
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP
39 NORTH, RANGE 14, BEST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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17-06-405-023-1008

Property of Cook County Clerk's Office