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Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 05/09/2003 10:53 AM Pg: 1 of 2

1009141 70
This Instrument was prepared
by and when recorded should
be mailed to: Liz Waltemade
Community Bank of Oak Park River Forest
1001 Lake St.
Oak Park, IL 60301

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MOKTGAGE (this "Amendment") is entered into this 3rd day of February, 2003 by and between Kathleen A. Hearlston (the "Mortgagor") and Community Bank of Oak Park River Forest (the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor executed that cervin Mortgage dated September 25, 1999 (the "Mortgage") in favor of the Mortgagee, pursuant to which the Mortgaged, granted and conveyed to the Mortgagee certain real estate located in Cook County, Illinois, describe a refollows:

Parcel 1: The South 21.37 Feet of the North 122.38 Feet of Lot 34 and the West 10 Feet of Lot 35, Also the West 20 Feet of the South 24.77 Feet of Lot 34 Aforesaid All in the Resubdivision of Lots 1 to 11 Inclusive in George Scoville's Subdivision of the East 49 Acres of the West 129 Acres of the Southwest ¼ of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, filinois Parcel 2: Non-Exclusive Easement for Ingress and Egress for the Benefit of Parcel 1 As Set Forth in the Declaration Dated July 13, 1995 and Recorded July 16, 1995 as Document 95465052.

PIN: 16-07-304-057-0000

Common Address: 907 South Boulevard, Unit #5, Oak Park, IL 60302

in order to secure the repayment of the indebtedness evidenced by that certain Prime Home F wity Line of Credit (the "Note") in the original principal amount of Twenty Five Thousand Dollars (\$25,000.00) dated September 25, 1999; and

WHEREAS, the Mortgage was duly recorded with the Recorder of Deeds of Cook County on October 1, 1999, as Document Number 99931943; and

WHEREAS, the Mortgagor has requested that the Mortgagee increase the original principal amount to One Hundred Thousand Dollars (\$50,000.00), and the Mortgagee has agreed to the aforementioned increase and has made certain additional revisions to the Note, subject to the terms and conditions of that certain Note Modification Agreement dated the date hereof, and

WHEREAS, the parties desire to amend the Mortgage to provide that the Mortgage shall continue to secure the repayment of the Note, as amended;

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to follow:

- 1. The foregoing preambles are hereby made a part hereof.
- 2. The Mortgagor and the Mortgagee agree that the Mortgage is hereby amended to provide that the Mortgage secures the repayment of Note, as amended, with the balance of the indebtedness, as amended to \$50,000.00, if not sooner paid, due and payable on September 1, 2004.
- 3. All terms, provisions and conditions of the Mortgage not amended hereby are hereby confirmed.
- 4. This Amendment shall be attached to and made a part of the Mortgage.
- 5. The parties hereto warrant that the Mortgage, as amended hereby, is valid, binding and enforceable according to its terms.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

Kathleen A. Hearlston

Has executed this mortgage for the sole ruppose of waiver of homestead rights.

STATE OF ILLINOIS) COUNTY OF COOK) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Kathleen A. Hearlston and John J. Clark appeared before me this day in person and acknowledged that they signed and sealed the said instrument as their own free and voluntary act, for the uses and purposes merein set forth.

GIVEN under my hand and notarial seal this 25th day of February, 2003.

jacqueline ann Clarister
Notary Public

My Commission Expires: 3 - 8 - 2004

OFFICIAL SEAL

JACQUELINE ANN HEARLSTON

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 3-8-2004

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