



0319115165

Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/10/2003 03:04 PM Pg: 1 of 5

Prepared By:
Angell Lumba
Wells Fargo Home Equity
526 Chapel Hills Drive
Colorado Springs, CO 80920

After Recording Return To:
Wells Fargo Bank, N.A.
Wells Fargo Services, Co.
Consumer Loan Servicing Center
P.O. Box 31557
Billings, MT 59017-9900

Tax ID#: 11-29-317-044

_____ State of Illinois _____ Space Above This Line For Recording Data _____

Amendment to Mortgage HEALOC

Account No: 4514169891

Collateral Address:
1329 West Sherwin Avenue, Chicago, IL 60626

This Amendment to Mortgage ("Amendment") is made as of this 21st day of January, 2003 by and between Wells Fargo Bank West, N.A., having its office at 526 Chapel Hills Drive, Colorado Springs CO 80920 (the "Lender"), and Toney J Smith, A Single Person (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"),
 - Toney J Smith (referred to as the "Borrower"), which is March 13, 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 \$26,500.00.
- 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 March 13, 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 March 13, 2001, in the office of the REGISTRAR of Cook county, State of Illinois as Document No. 0010365151 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 NA.
- 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#: 11-29-317-044

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JMA

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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 January 21, 2003 (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 \$61,500.00.
- 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 March 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.
- Increase Rate of Finance Charge.** The daily periodic rate is now equal to 1/365 of +1.115% 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 0.10%).
- 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.


Tony Smith

By: 

Jill Fowler

Its: Officer

Witness*

Print Name

Witness*

Print Name

STATE OF COLORADO)

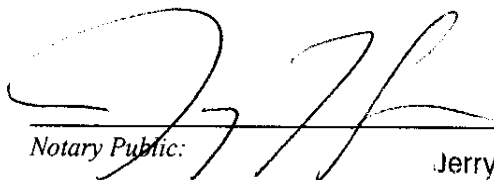
) ss.

COUNTY OF EL PASO)

Before me, a Notary Public in and for said county and state, personally appeared, Jill Fowler, OFFICER of Wells Fargo Bank West, N.A. Formerly Known as Norwest bank N.A.

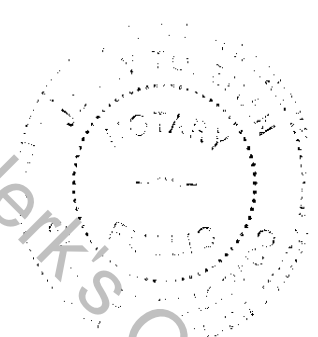
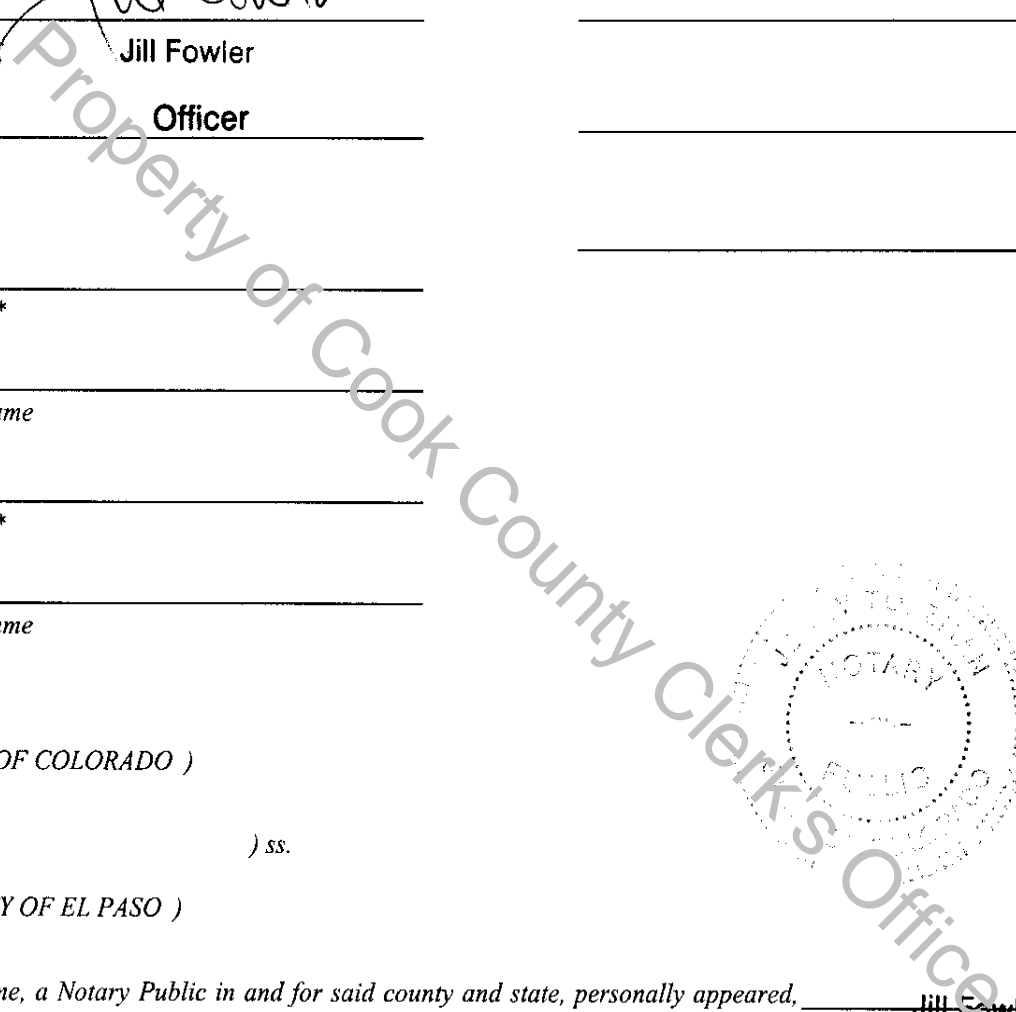
, and acknowledged the execution of the foregoing

Amendment on behalf of Wells Fargo Bank West, N.A. this 21 day of January 2003


Notary Public: Jerry Tolzman

State of COLORADO

MY COMMISSION EXPIRES: My Commission Expires 09-16-06



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STATE OF Illinois)

) ss.

COUNTY OF Cook)



Before me, a Notary Public in and for said county and state, personally appeared
Toney J Smith

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

of the foregoing Amendment on this 23rd day of January, 2003.

Beverly Michelle Appleton Illinois
Notary Public State of

This instrument was drafted by:

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

Property of Cook County Clerk's Office

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Exhibit "A"

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

PARCEL 1: THE NORTH 46.42 FEET OF THE WEST 1/2 OF LOT 13 IN BLOCK 14 IN
BIRCHWOOD BEACH SUBDIVISION IN SECTION 29, TOWNSHIP 41 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE SOUTH 19.20 FEET (EXCEPT THE EAST 37.50 FEET THEREOF) OF
THE WEST 1/2 OF LOT 13 IN BLOCK 14 IN BIRCHWOOD BEACH SUBDIVISION, IN
SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS
SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED MAY 17, 1979 AS
DOCUMENT NUMBER 24934126 AND AS CREATED BY DEED RECORDED OCTOBER 25, 1979
AS DOCUMENT NUMBER 25208938, OVER AND UPON THE EAST 3.0 FEET OF THE WEST
1/2 OF LOT 13 AFORESAID; ALSO OVER THE EAST 5.0 FEET OF THE WEST 8.0 FEET
OF THE NORTH 130.80 FEET OF THE WEST 1/2 OF LOT 13 AFORESAID; ALSO OVER
THE SOUTH 3.0 FEET OF THE NORTH 133.80 FEET OF THE WEST 8.0 FEET OF THE
WEST 1/2 OF LOT 13 AFORESAID; ALSO OVER THE WEST 3.0 FEET (EXCEPT THE
NORTH 133.80 FEET THEREOF) OF THE WEST 1/2 OF LOT 13 AFORESAID FOR
INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office