## **UNOFFICIAL COPY**



45

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 Doc#: 0328003084

Eugene "Gene" Moore Fee: \$26.50

Cook County Recorder of Deeds

Date: 10/07/2003 10:35 AM Pg: 1 of 2

## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") is entered into this 7th day of July, 2003 by and between Abel Reyes and Julia A. P.e., es (the "Mortgagor") and Community Bank of Oak Park River Forest (the "Mortgagee").

## VITNESSETH:

WHEREAS, the Mortgagor executed that certain Mortgage dated August 13, 2001 (the "Mortgage") in favor of the Mortgagee, pursuant to which the Mortgagor neortgaged, granted and conveyed to the Mortgagee certain real estate located in Cook County, Illinois, described as follows:

Lot 4 in Walkers Subdivision of Lots 28 and 45 Both Inclusive in Block 8 in Greendale, A subdivision of the North 40 Acres of the South 60 Acres of the West ½ of the Southwest ¼ (Except the North ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN: 16-17-319-006-0000

Common Address: 1114 S Harvey, Oak Park, IL 60304

in order to secure the repayment of the indebtedness evidenced by that certain Prime Home Fourity Line of Credit (the "Note") in the original principal amount of Twenty Five Thousand Dollars (\$25,000.00) dated August 13, 2001; and

WHEREAS, the Mortgage was duly recorded with the Recorder of Deeds of Cook County on October 1,2001, as Document Number 0010911415; and

WHEARAS, the Mortgage was modified and duly recorded with the Recorder of Deeds of Cook County on July 29, 2002, as document number 0020826463, and

WHEREAS, the Mortgagor has requested that the Mortgagee further increase the original principal amount to Seventy Thousand Dollars (\$70,000.00), 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;

5-)

5-10

M-4

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 bereto agree to follows:

hereto agree to follows:

- I. The foregoing preambles are hereby made a part hereof.
- 2. The Mortga\_or 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 \$70,000.00, if not socher paid, due and payable on August 1, 2006.
- 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 Mo.tg.age, 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.

Aul a A. Reyes

COUNTY OF COOK ) ss state of illinois )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO I4E PERY CERTIFY, that Abel Reyes and Julia A. Reyes 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 therein set forth.

GIVEN under my hand and notarial seal this 14 2003.

OFFICIAL SEAL MOTARY PUBLIC, STATE OF ILLINOIS MY Commission Explore Feb. 3, 2007

7.8.07

My Commission Expires:

Page 2 of 2