The Agreement was prepared by INOFFICIAL COPY

when recorded mail to:

Corus Bank 2401 N. Halsted

Chicago, IL 60614 Attn: Nancy Parisi

HE 24002301 CTIC



Doc#: 0412011203

Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds

Date: 04/29/2004 12:08 PM Pg: 1 of 5

For Recorder's Use Only

AMENDMENT TO COMMERCIAL NATIONAL BANK OF CHICAGO HOME EQUITY LINF OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT AND MORTGAGE

THIS AMENDMENT, made this 20th day of February, 2004, by and between Antoinette M. Lorvig as "Borrower" under the Credit Agreement (as hereinafter described), LaSalle Bank N.A. as Successor Trustee to American National Bank and Trust Company not personally, but as Trustee under Trust Agreement dated October 28, 1988, as Trust #106839-02 (the "Successor Trustee") and Corus Bank f/k/a Commercial National Bank of Chicago (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, the Borrowers have executed that certain Commercial National Lank of Chicago Home Equity Line of Credit Agreement and Disclosure Statement dated March 23, 1990 (are "Agreement"), as amended, pursuant to which the Bank established a Credit Line Account (defined therein) for the benefit of the Borrowers in the maximum amount of \$20,000.00 bearing interest at an ANNUAL PERCENTAGE RATE equal to 1.25% in excess of the Prime Rate (defined therein) for a period with an initial Draw Period (defined therein) of 7 years from the date of the Credit Agreement (as amended); and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, American National Bank and Trust Company, as Trustee under Trust Agreement dated October 28, 1988 as Trust #106839-02 ("the Mortgagor") executed and delivered to the Bank that certain Mortgage dated March 23, 1990 (the "Mortgage"), as amended, which was recorded on April 5, 1990, in Cook County, Illinois, as document number 90153275, pursuant to which the Mortgagor mortgaged, granted and conveyed to the Bank certain real property (the "Property") described therein and on Exhibit A attached hereto; and

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WHEREAS, the Borrowers have requested that the Bank change certain terms of the Credit Line Account contained in the Credit Agreement and/or the Mortgage; and

WHEREAS, the Bank, the Borrowers, and the Successor Trustee 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.

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, the Bank, and the Successor Trustee agree as follows:

The foregoing preambles are hereby made a part hereof.

XXX The Draw Period (as defined in the Credit Agreement) of the Home Equity Line is hereby extended from March 23, 2004 to March 23, 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 March 23, 2010.

XXX Paragraph 17 of the Mortgage is hereby amended to provide that the Mortgage, as amended hereby, secures all indebtedness of the Borrowers pursuant to the Credit Agreement, including future advances, whether discretionary or obligatory, as are made from the date hereof until the Final Payment Date, as extended hereby, which Final Payment Date shall not be more than eventy (20) years from the date of the Mortgage.

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.

The parties hereto acknowledge that the Borrowers executed the Credit Agreement and that the Mortgagor executed the Mortgage, not personally, but as trustee under the afc. esaid Trust Agreement.

The parties hereto agree that this Amendment is executed by the Successor Trustee, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said trustee personally to pay any amount due pursuant to the Credit Agreement or the Mortgage as amended hereby, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder and that so far as the trustee personally is concerned, the holder or holders of the Credit Agreement and the owner or owners of any indebtedness accruing thereunder shall look solely to the Property conveyed by the Mortgage, as amended hereby, for the payment thereof, by the enforcement of the lien created by the Mortgage as amended hereby, in the manner therein provided, by action against any other security given to secure the payment of the Credit Agreement and by action to enforce the personal liability of any signatory of the Credit Agreement.

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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.

LaSalle Bank National Association

-LaSalle Bank N.-A.-as Successor Trustee to

American National Bank and Trust Company

As Trustee under Trust Agreement dated

October 28, 1988 as Trust 106839-02

and not personally

BY: naucealaren	ATTEST: Affection not required by
ITS: Asst Vice President	Byterus ITS:
X Antoinette M. Lorvig	This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly undersiood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are personally. No personal liability or personal responsibility is against the Trustee on account of any warranty, indemnits
CORUS BANK Accepted and Acknowledged this <u>a6th</u> day of <u>March</u> , 2004.	against the Trustee on account of any warranty, indemnity, Trustee in this insulant
By: have Title: AVP	

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State of Illinois)) SS.
County of Cook)
I, <u>linder</u> , a Notary Public in and for said county in the state aforesaid do hereby certify that Antoinette M. Lorvig is 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 15th day of Warch, 2004.
N. P. I.
My commission expires: 4-16-2005 OFFICIAL SEAL LINDA PARK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-16-2005
STATE OF ILLINOIS)) SS.
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said county and state aforesaid do hereby certify that Nancy A. Carlin of LaSalle Bank Nacional Association and
, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such set Vice President and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee a aforesaid, for the uses and purposes therein set forth.
Given under my hand and seal this 23rd day of March, 2004.
Notary Public Notary Public MATTHEW CARROLL NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/21/2006
My commission expires:

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EXHIBIT A

The real estate described as:

LOT 12 IN BLOCK 37 IN W.F. KAISER AND COMPANY'S PETERSON WOODS ADDITION TO ARCADIA TERRACE IN THE SOUTH WEST ¼ OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 13-01-310-025

Common address of property: 5820 N. Whipple, Chicago, IL 60659

