



Doc#: 0429603103  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 10/22/2004 02:21 PM Pg: 1 of 2

Box 297  
Prepared By  
Hoyme Savings BK  
4786 N Milwaukee  
Chp FL  
60630

HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT

THIS AGREEMENT, made this 1st day of October, 2004, by and between DANIEL SAGEL, A WIDOWER hereinafter called MORTGAGOR, and Hoyme Savings Bank, an Illinois Savings Bank, hereinafter called MORTGAGEE.

WHEREAS, Mortgagor executed and delivered to Mortgagee a Home Equity Line of Credit Agreement and Promissory Note dated March 13, 2004 establishing a line of credit with Mortgagee in the principal amount not to exceed \$10,000.00, hereinafter called AGREEMENT.

WHEREAS, said AGREEMENT and the outstanding amounts due under said AGREEMENT are secured by a Mortgage from Mortgagor to Mortgagee dated March 13, 2004, and recorded with the Cook County Recorder of Deeds on March 19, 2004, as Document No. 0407903096, hereinafter called MORTGAGE, on property more particularly described as follows:

LOTS 36 AND 37 IN BLOCKS 25 IN S. E. GROSS OAK PARK SUBDIVISION, BEING A SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS

PIN 16-19-208-009 AND 010

1373 S. OAK PARK  
Berwyn, IL 60402

WHEREAS, Mortgagor has requested Mortgagee to increase the amount of said Line of Credit from the principal amount not to exceed \$10,000.00 to a principal amount not to exceed \$17,500.00

NOW, THEREFORE, in consideration of the sum of Ten and zero dollars And No Cents Dollars (\$10.00) paid by Mortgagor to Mortgagee and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The above referenced AGREEMENT and MORTGAGE are modified to reflect an increase in the Line of Credit from the principal amount not to exceed \$10,000.00 to a principal amount not to exceed \$17,500.00. Upon request of Mortgagor, the Mortgagee may hereafter, at its option, at anytime within ten years from the date of this Modification Agreement and while the MORTGAGE and AGREEMENT secured by the MORTGAGE are in effect, make further advances, with interest, thereon at the rates provided in the AGREEMENT, shall be secured by MORTGAGE, and the total indebtedness that may be secured by the MORTGAGE may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of \$17,500.00, together with Finance Charges (as defined in the Note) or interest at the rates provided in the AGREEMENT, and any and all disbursements

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made by the Mortgage for the payment of taxes, levies or insurance on the property covered by the lien of the MORTGAGE, with Finance Charges or interest on such disbursements at the rate specified in the AGREEMENT, and for reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums of money.

2. All terms, conditions and covenants of the MORTGAGE and AGREEMENT not covered by this Modification Agreement are hereby ratified and confirmed as being in full force and effect.

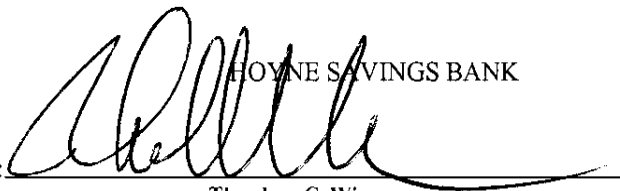
3. The Mortgagor does hereby covenant with the Mortgage that Mortgagor is indefeasibly seized of the above referenced property in fee simple, that Mortgagor has full power and lawful right to convey said property in fee simple as aforesaid; that all taxes and assessments against the property are paid current; that said property is free from all encumbrances other than as set out in the MORTGAGE; that Mortgagor will make such further assurances to protect the fee simple title to said property in the Mortgagee as may reasonably be required; that Mortgagor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

4. The Mortgagor agrees to pay all costs of recording this Modification Agreement and any documentary stamps, intangible taxes or other closing costs which include but shall not be limited to the following:

5. This Agreement shall be binding upon all parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed the day and year first written above.

Signed, Sealed and Delivered:

By:   
HOYNE SAVINGS BANK  
Theodore C. Wiemann

Vice President

Title

  
Mortgagor DANIEL SAGEL

Mortgagor

Mortgagor

Mortgagor

Mortgagor

Mortgagor

STATE OF ILLINOIS,

COOK

County ss:

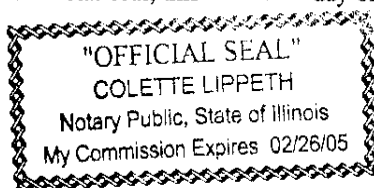
I, **Colette Lippeth**, Notary Public in and for said county and state do hereby certify that **DANIEL SAGEL, A WIDOWER**

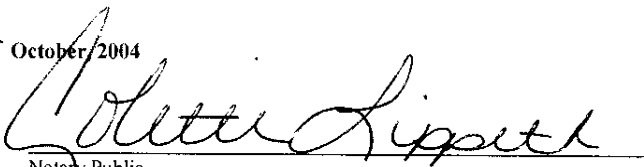
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **HE/SHE** signed and delivered the said instrument as **HIS/HER** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of October 2004

My Commission Expires:

2/24/05



  
Notary Public