This instrument was prepared by and when recorded mail to:

by and when recorded mail to: Corus Bank, N.A. 2401 N. Halsted Chicago, IL 60614 Attn: Mary Vesic

Doc#: 0526604597 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/23/2005 12:28 PM Pg: 1 of 5

HE 6043508 CAN

AMENDMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT
AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS AMENDMENT, made this 16th day of November, 2004 by and between Jeffrey E. Prodoell and Theresa A. Prodoehl, husband and wife, as joint tenants, and Corus Bank, N.A. f/k/a River Forest State Bank and Trust Company (nereinafter referred to as the "Bank").

### WITNESSETH:

WHEREAS, Jeffrey E. Prodoehl and Theresa A. Prodoehl executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated October 4, 1995 (the "Credit Agreement") pursuant to which the Bank established a Home Equity Line (defined therein) for the benefit of Jeffrey E. Prodoehl and Theresa A. Prodoehl in the maximum amount of \$11,000.00 bearing interest at an **ANNUAL PERCENTAGE RATE** as set forth therein; for a period of seven years; and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, Jeffrey E. Prodoehl and Theresa A. Prodoehl executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded on October 10, 1995, in Cook County, Illinois, as document number 95687584, pursuant to which Jeffrey E. Prodoehl and Theresa A. Prodoehl mortgaged,

**BOX 334 CTI** 

0526604597 Page: 2 of 5

# **UNOFFICIAL COPY**

granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto; and

WHEREAS, a bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) was filed by Jeffrey E. Prodoehl and Theresa A. Prodoehl on September 27, 1996 as case number 96B25714; and

WHEREAS, Jeffrey E. Prodoehl and Theresa A. Prodoehl were granted a discharge under section 727 of title 11, United States Code (the Bankruptcy Code) whereby Jeffrey E. Prodoehl and Theresa A. Prodoehl's legal obligation to pay the indebtedness arising from the Credit Agreement was discharged on January 24, 1997;

WHEREAS, the Bank and Jeffrey E. Prodoehl and Theresa A. Prodoehl 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, Jeffrey E. Prodoehl and Theresa A. Prodoehl and the Bank agree as follows (The foregoing preambles are hereby made a part hereor.):

- 1. The **Fin**al Payment Date (as defined in the Credit Agreement and the Mortgage) is hereby extended to October 4, 2007; and
- 2. Available Loans (a defined in the Credit Agreement) will no longer be available under the Credit Agreement; and
- 3. Paragraph 17 of the Mortgage is hereby amended to provide that the Mortgage, as amended hereby, secures all indebtedness arising from the Credit Agreement, including future advances (made pursuant to the Credit Agreement and Mortgage), whether discretionary or obligatory, as are made from the date hereof until the Final Payment Date, as extended hereby.

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. Notwithstanding the foregoing the Bank acknowledges that Jeffrey E. Prodoehl and Theresa A. Prodoehl's personal obligation to pay the Credit Agreement indebtedness remains forever discharged and that by affixing their signature hereto the parties agree that there is no intent by the parties to

0526604597 Page: 3 of 5

# **UNOFFICIAL COPY**

recreate any personal obligation on behalf of Jeffrey E. Prodoehl and Theresa A. Prodoehl for the indebtedness.

The indebtedness due in accordance with the Credit Agreement as of the date hereof is equal to \$10,954.14.

Jeffrey E. Prodoehl and Theresa A. Prodoehl and the Bank have had an opportunity to review this agreement with their respective attorneys.

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.

0526604597 Page: 4 of 5

# **UNOFFICIAL COPY**

EXHIBIT A

The real estate described as:

LOT 9 IN BLOCK 12 IN WARREN J. PETER'S ADDITION TO RIDGELAND GARDENS, IN THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 1450983 IN COOK COUNTY, ILLINOIS.

Permanent Index Number:

24-17-307-041

Common address of property: 10948 S. Austin Ave, Chicago Ridge,

IL 60415



0526604597 Page: 5 of 5

KATHY M. DOTTO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 10/31/2006

# **UNOFFICIAL COPY**

NOTARY State of Illinois County of Juliage
I, the undersigned, a Notary Public in and for said county in the state aforesaid do hereby certify that Jeffrey E. Prodoehl personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the within instrument as his cwn free and voluntary act for the uses and purposes therein set forth.  Given under my hand and seal this is day of the county in the state of the seal of the county in the state of the seal of the seal of the county in the state of the seal of th
Notary Public Name and seal this 134 day of 100., 2004.
My Commission Expires:  10 · 31 - 06  My Commission Expires:  CATHY M. DOTTO  STYPUBLIC STATE OF ILLINOIS  Commission Expires 10/31/2006
NOTARY State of Illinois County of Lufus
I, the undersigned, a Notary Public in and for said county in the state aforesaid do hereby certify that Theresa A. Prodoehl personally known to me, appeared before me this day in person and acknowledged that she signed and delivered the within instrument as his own free and voluntary act for the uses and purposes therein set forth.
Given under my hand and seal this the day of, 2004.    Tay h Notary Public

My Commission Expires:

10-31-86