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1998-11-25 11:33:29  
Cook County Recorder 51.00

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AMENDMENT TO BELMONT NATIONAL BANK N/K/A CORUS BANK HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE



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THIS AMENDMENT, made this 20th day of November, 1998, by and between Jerome Holtzman and Marilyn G. Holtzman, his wife, as Borrower under the hereinafter described Credit Agreement and as Mortgagor under the hereinafter described Mortgage (hereinafter referred to as the "Borrower"), and CORUS Bank, f/k/a Belmont National Bank (hereinafter referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated May 23, 1991 (the "Credit Agreement") pursuant to which the Bank established a Home Equity Line (defined therein) for the benefit of the Borrower in the maximum amount of \$41,000.00 (increased to \$51,000.00 in accordance with the terms of that certain Amendment dated 11/13/97) bearing interest at an **ANNUAL PERCENTAGE RATE** equal to 1.00% in excess of the Prime Rate (defined therein) for a period with an initial Draw Period (defined therein) of 5 years from the date of the Credit Agreement; and

WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, the Borrower executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded on October 16, 1991, in Cook County, Illinois, as document number 91538212, pursuant to which the Borrower mortgaged, granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto; and

WHEREAS, the Borrower has requested that the Bank change certain terms of the Home Equity Line contained in the Credit Agreement and/or the Mortgage; and

WHEREAS, the Bank and the Borrower 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.

This Agreement was prepared by:  
Corus Bank N.A.  
7727 W. Lake Street  
River Forest, IL 60305

*new to:*

BOX 333-CTI

*or*

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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 Borrower and the Bank agree as follows:

The foregoing preambles are hereby made a part hereof.

N/A The Draw Period of the Home Equity Line is hereby extended from \_\_\_\_\_, 19\_\_ to \_\_\_\_\_, \_\_\_\_\_. The Credit Agreement is hereby amended to reflect this change.

N/A The Final Maturity Date (as defined in the Mortgage) is hereby extended to \_\_\_\_\_, \_\_\_\_\_.

XXX The Maximum Credit available under the Credit Agreement is hereby decreased to **\$6,000.00**, and the Mortgage, as amended hereby, is deemed to secure the repayment of said decreased amount.

XX Paragraph 4 of the Mortgage is hereby amended to provide that the Mortgage, as amended hereby, secures all indebtedness of the Borrower pursuant to the Credit Agreement, including future advances, whether discretionary or obligatory, as are made from the date hereof until the Final Maturity Date, as extended hereby, which Final Maturity Date shall not be more than twenty (20) years from the date of the Mortgage.

XX The **ANNUAL PERCENTAGE RATE** applicable to the Home Equity Line is hereby changed to: Prime Rate minus one percent (1%) for the period of time (the "Prime Minus Period") commencing on the date hereof and ending on 10/31/99 and thereafter the Annual Percentage Rate will be equal to Prime Rate. Notwithstanding, anything to the contrary set forth herein the Annual Percentage Rate will not exceed seven percent (7%) during the Prime Minus Period.

The Credit Agreement is hereby amended to reflect such change. Notwithstanding this paragraph, the Annual Percentage Rate applicable to the Home Equity Line, regardless of the change agreed to in this paragraph, shall not exceed the maximum **ANNUAL PERCENTAGE RATE** allowed in accordance with paragraph 4 of the Credit Agreement.

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.

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## EXHIBIT A

The real estate described as:

THE NORTH 50 FEET OF LOT 1 IN STOCKHAM'S RESUBDIVISION OF BLOCK 2 IN GEORGE H. BLISS' ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 11-19-204-001-0000

Common address of property: 1225 Forest, Evanston, Illinois 60602

This Amendment is being recorded subsequent to the Amendment dated September 20, 1996, amending the Maturity Date to May 23, 2003 in the amount of \$41,000.00, by and between Jerome Holtzman and Marilyn G. Holtzman, as Borrowers and Belmont National Bank N/K/A CORUS Bank as Lender; recorded as document 96748895; and

Subsequent to the Amendment dated November 13, 1997 increasing the amount to \$51,000.00, by and between Jerome Holtzman and Marilyn G. Holtzman, as Borrowers and Belmont National Bank N/K/A CORUS Bank as Lender; recorded as document 97888582.

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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.

Jerome Holtzman  
Jerome Holtzman

Marilyn G. Holtzman  
Marilyn G. Holtzman

State of Illinois )  
                          ) SS  
County of Will )

I, Stanley Wojciechowski, a Notary Public in and for said county in the state aforesaid do hereby certify that Jerome Holtzman and Marilyn G. Holtzman who are 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 20 day of November, 19 98.

Stanley Wojciechowski  
Notary Public

My Commission Expires:  
2-21-2000



Accepted and Acknowledged this 20th day of November, 19 98.

Corus Bank  
By: Karen M. Datta  
Title: VP

Handwritten mark