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This instrument was prepared by and when recorded mail to: Corus Bank, N. A. 4800 North Western Avenue Chicago, IL 60625

8978/0066 27 001 Page 1 of 4 1999-11-12 10:05:52 Cook County Recorder 51.00



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AMENDMENT TO RIVER FOREST STATE BANK AND TRUST COMPANY N/K/A CORUS BANK HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS AMENDMENT, made this 1st day of November, 1999, by and between Barry R. Bauman and Mary A. Bauman, his wife, as joint tenants and as Mortgagors under the hereinafter described Mortgage, and Barry R. Bauman, as Borrower under the hereinafter described Credit Agreement (hereinafter referred to as the "Borrower"), and CORUS Bank, f/k/a River Forest State Bank and Trust Company (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 November 21, 1992 (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 \$350,000.00 bearing interest at an ANNUAL PERCENTAGE RATE equal to (i) 1.25% in excess of the Prime Rate (defined therein) for those days on which the outstanding Loan balance is \$49,999.99 or less or (ii) 1.00% in excess of the Prime Rate for those days on which the outstanding Loan balance is \$50,000.00; or more, for a period with an initial Draw Period (defined therein) of 7 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 Mortgagors executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated November 21, 1992 (the "Mortgage") and recorded on December 18, 1992, in Cook County, Illinois, as document number 92956117 pursuant to which the Mortgagors 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.

BOX 333

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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.

XX The Draw Period of the Home Equity Line is hereby extended from November 21, 1999 to November 21, 2006. The Credit Agreement is hereby amended to reflect this change.

XX The Final Maturity Date (as defined in the Mortgage) is hereby extended to November 21, 2006.

XX Paragraph 17 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 + 0.50%. 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 3 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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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.

B.R.B.
Barry R. Bauman, Borrower/Mortgagor

M.A. Bauman
Mary A. Bauman, Mortgagor

Accepted and Acknowledged this 4th
day of NOVEMBER 19 99.

CORUS BANK OF N.A.

By: *[Signature]*
Title: *AVT*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

The real estate described as:

LOT 4 (EXCEPT THE SOUTH 231 FEET THEREOF) AND THE SOUTH 15 FEET OF LOT 1 IN BLOCK 8, IN WALLEN AND PROBST'S THIRD ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THE WEST 2/3 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 15-01-400-013-0000.

Common address of property: 1122 NORTH JACKSON, RIVER FOREST, IL 60305

State of Illinois)
County of Cook) SS.

I, Susie Eng, a Notary Public in and for said county in the state aforesaid do hereby certify that GARRY BAUMAN and MARY BAUMAN 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 3rd day of November, 19 99.

Susie Eng
Notary Public

My Commission Expires:



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