

# UNOFFICIAL COPY

85-192438

14<sup>00</sup>

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

THIS AMENDMENT, made this 20th day of October, 1988, by  
and between Marilyn I. Miller,  
as Borrower under the hereinafter described Credit Agreement and  
as Mortgagor under the hereinafter described Mortgage (hereinafter  
referred to as the "Borrower"), and River Forest State Bank & Trust Company  
(hereinafter referred to as the "Bank").

## WITNESSETH:

WHEREAS, the Borrower and the Bank have executed that certain  
Home Equity Line of Credit Agreement and Disclosure Statement  
dated July 13, 1987 (the "Credit Agreement") pursuant to which  
the Bank agreed to establish a Home Equity Line (defined therein)  
for the benefit of Borrower in the maximum amount of \$40,000.00  
bearing interest at an Annual Percentage Rate equal to 2.0 % in  
excess of the Prime Rate (defined therein) for a period with an  
Initial Expiration Date (defined therein) of July 13, 1992; 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 July 13, 1987 (the  
"Mortgage") 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: J. Kmiec

J. Kmiec

River Forest Bank

7727 W. Lake Street

River Forest, IL 60305

BOX 333-CC

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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: (check the box indicating the appropriate change)

1. As of October 20, 1988:

(a) ☐ the Annual Percentage Rate applicable to the Home Equity Line is hereby changed from \_\_\_\_\_% to \_\_\_\_\_% in excess of the Prime Rate. 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.

(b) /XX/ the maximum amount of the Home Equity Line is hereby changed from \$ 60,000.00 to \$ 100,000.00. The Credit Agreement is hereby amended to reflect such change.

(c)        the Expiration Date of the Home Equity Line is hereby changed from                     , 19     to                     , 19    . The Credit Agreement and the Mortgage are hereby amended to reflect this change.

2. All other terms, provisions and conditions of the Credit Agreement and the Mortgage modified are hereby conformed.

3. This Amendment shall be attached to and made a part of the Credit Agreement and the Mortgage.

Borrower Marilyn Z. Miller

Borrower \_\_\_\_\_

Accepted and Acknowledged this  
20th, day of October, 1988.

~~River Forest State Bank and Trust Company~~

By \_\_\_\_\_  
Title \_\_\_\_\_

COOK COUNTY, ILL.  
CLERK OF COURT

1988 OCT 26 AM 13:24

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State of Illinois) )SS.  
County of Cook )

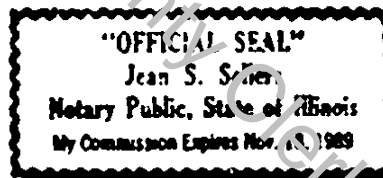
I, Jean S. Sellers, a Notary Public in and for said county in the state aforesaid do hereby certify that Marilyn T. Miller and \_\_\_\_\_ who are personally known to me respectively, appeared before me this day in person and acknowledge that they signed and delivered the within instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of October, 1988.

Notary Public

**My Commission Expires:**

November 18, 1989



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## EXHIBIT A

The real estate described as:

THE NORTH 60 FEET OF THE SOUTH 90 FEET OF LOT 1 IN BLOCK 2 IN WALKEN 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: 15-01-405-013

Common address of property. 1028 Monroe, River Forest, IL 60305

Mortgage dated July 13, 1987 identified as Document No. 87386479 between Marilyn Miller (Borrower) and River Forest State Bank and Trust Company (Lender) and Amendment dated April 27, 1988 identified as Document No. 88187357.

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