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

THIS AMENDMENT, made this 9th day of May, 1990, by
and between Robert R. Gipson and Joyce L. Gipson, his wife, as joint tenants
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 and Trust Company
(hereinafter referred to as the "Bank").

90221525 WITNESSETH:

WHEREAS, the Borrower and the Bank have executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated August 2, 1988 (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 \$ 20,000.00 bearing interest at an Annual Percentage Rate equal to 1.5% 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

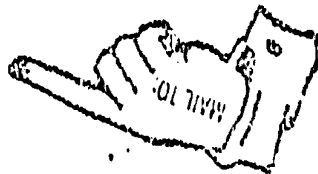
WHEREAS, in order to secure to the Bank the repayment of the indebtedness incurred pursuant to the Credit Agreement, the Borrower executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated August 2, 1988 (the "Mortgage") pursuant to which the Borrower mortgaged, granted 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
River Forest State Bank
7727 West Lake Street
River Forest, Illinois 60305



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EXHIBIT A

16-18-113-004

The real estate described as:

Lot 4 in Block 2 in Ballard's Resubdivision of that part of Lot 1 lying East of Home Avenue of Murphy's Subdivision (except the West 1/2 the South West 1/4) of Section 18, Township 39 North, Range 13.

ALSO

Lot 4 in Block 2 in Hulbert's Resubdivision of that part of (except the East 150 Feet) Lots 1 to 9 in Block 3, Lots 1 to 9 in Block 4, Lots 1 to 9 in block 9 and lots 1 to 15 in Block 10 in Hulbert's Subdivision West 1/2 of Lot 2 in Murphy's Subdivision aforesaid in Cook County, Illinois

Permanent index number: 16-18-113-004

Common address of property.

620 S. Home Avenue
Oak Park, Illinois 60304

Mortgage dated August 2, 1988 identified as document No. 88357843
by and between Robert R. Gipson and Joyce L. Gipson, Borrowers,
and River Forest State Bank and Trust Company, Lender.

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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 May 14, 1990:

(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.

XXXX(b) the maximum amount of the Home Equity Line is hereby changed from \$ 20,000.00 to \$ 25,000.00. The Credit Agreement is hereby amended to reflect such change.

(c) the Draw Period of the Home Equity Line is hereby extended 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.

x Robert K. Gipson
Borrower Robert K. Gipson

x Joyce L. Gipson
Borrower Joyce L. Gipson

Accepted and Acknowledged this
9th, day of May, 1990.

First Coast State Bank & Trust Co.
By James L. Thomas
Title Branch Manager

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST.
CHICAGO, ILL. 60602
TEL. 312.603.4000