

AMENDMENT TO RIVER FOREST STATE BANK AND TRUST COMPANY HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS AMENDMENT, made this 18th day of March, 1994, by and between Bernard G. Allen, Jr. and Roberta L. Allen, 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").

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 January 8, 1994 (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 \$ 150,000.00 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% 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 Borrower executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded on January 24, 1994, in Cook County, Illinois, as document number 94073431, 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:

River Forest Bank
7727 W. Lake
River Forest, IL 60005



29.50



CC-100

9429530

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 1 2 9 5 1 3 0

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.

____ The Draw Period of the Home Equity Line is hereby extended from _____, 19____ to _____, 19____. The Credit Agreement is hereby amended to reflect this change.

____ The Final Maturity Date (as defined in the Mortgage) is hereby extended to _____, 19____.

The Maximum Credit available under the Credit Agreement is hereby increased to \$ 200,000.00, and the Mortgage, as amended hereby, is deemed to secure the repayment of said increased amount.

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.

____ The ANNUAL PERCENTAGE RATE applicable to the Home Equity Line is hereby changed to: _____

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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 1 2 9 5 . 5 0

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.

Bernard G. Allen
Borrower Bernard G. Allen
Roberta L. Allen
Borrower Roberta L. Allen

Accepted and Acknowledged this 18th
day of March, 1944.

Primer Trust Bank
By [Signature]
Title Assistant Vice President

Property of Cook County Clerk's Office

66295530

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 2 9 5 3 0

EXHIBIT A

The real estate described as:

LOT 4 AND THE NORTH 25 FEET OF LOT 5 IN C.B. SCOVILLE'S SUBDIVISION OF BLOCK 22, IN JAMES W. SCOVILLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 16-07-219-004

Common address of property: 164 N. Euclid, Oak Park, IL 60302

Mortgage dated January 24, 1994 and identified as document #94073431 by and between Bernard G. Allen, Jr. and Roberta L. Allen as Borrowers and River Forest State Bank and Trust Company as Lender.

Property of Cook County Clerk's Office

94073431

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 1 2 9 5 1 0 0

State of Illinois))
County of _____) SS.

I, Kevin BRADLEY, a Notary Public in and for said county in the state aforesaid do hereby certify that Bernard G Allen and Roberta L. Allen 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 23 day of MARCH, 1994.

Kevin Bradley
Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

94235530

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94205530

DEPT-01 RECORDING \$29.50
140011 TRAN 0988 04/04/94 10:04:00
#1803 * -94-295530
COOK COUNTY RECORDER