

DEPT-01 RECORDING 52710
170014 1500 1005 01-31-95 10:51:00
3155 4 110 8-500-1032 10044

470736

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 23rd day of August, 1995,

by and between Dennis A. Niles and Mary Niles, 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 RIVER FOREST STATE BANK AND TRUST COMPANY
(hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, the Borrower has executed that certain Home Equity Line of
Credit Agreement and Disclosure Statement dated January 30, 1995
(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 \$ 24,250.00 bearing interest at an ANNUAL PERCENTAGE RATE equal
to 5.50% in excess of the Prime Rate (defined therein) 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 February 7,
1995, in Cook County, Illinois, as document number 95-092559,
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 STATE BANK AND TRUST COMPANY
7727 W. Lake Street
River Forest, Il. 60305

MAIL TO → BOX 352

2900

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95571014

UNOFFICIAL COPY

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 \$ 64,250.00, 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.

95561044

95561044

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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.

Dennis A. Niles
Borrower Dennis A. Niles

Mary Niles
Borrower Mary Niles

Accepted and Acknowledged this 22nd
day of August, 1995.

By Kelly M. Nech
Title Real Estate Agent

Property of Cook County Clerk's Office

95581044

95581044

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

The real estate described as:

LOT 4 IN BLOCK 3 IN PROVIDENT MUTUAL LAND ASSOCIATION SUBDIVISION OF BLOCK 7, 8, 9, 10, 11, 12, 18, 29, 30, 31, 32, 33, 34, 54, 56, 57, 58 & 59 IN VILLAGE OF WINNETKA OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 05-20-205-012-0000

Common address of property: 936 spruce St.
Winnetka, IL 60093

95581044

95581044
95581044

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office