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95201014

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 10th day of March, 1995,

by and between Belisario A. Arias and Norris L. Arias
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 H E S S E T H :

DEPT-01 RECORDING \$29.50
100011 TRAN 6561 04/20/95 15153100
5646 IRV # 95-264014
COOK COUNTY RECORDER

WHEREAS, the Borrower has executed that certain Home Equity Line of
Credit Agreement and Disclosure Statement dated August 18, 1993
(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% 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 November 3, 1993,
in Cook County, Illinois, as document number 93-888469,
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:

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RIVER FOREST STATE BANK AND TRUST COMPANY
7727 W. Lake St.
River Forest, IL 60305

LAND TITLE CO. 1-6-2016 3-06

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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.

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 \$ 425,000.00, 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.

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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.

[Signature]

Borrower Baltharlo A. Arias

[Signature]

Borrower Noria L. Arias

Accepted and Acknowledged this 10th
day of March, 1995.

First Citizens State Bank & Trust Co.

By [Signature]
Title Consent Officer

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EXHIBIT A

The real estate described as:

PARCEL 1: LOT 10 (EXCEPT THE NORTH 18.60 FEET THEREOF AND THE SOUTH 26.40 FEET THEREOF) IN BLOCK 9 IN THE SUBDIVISION OF THAT PART OF NORTHWOOD, BEING THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 5 FEET OF THE SOUTH 26.40 FEET OF LOT 10 IN BLOCK 9 IN THE SUBDIVISION OF THE PART OF NORTHWOOD, BEING THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 15-01-315-034 Volume 181

Common address of property:

929 Park Avenue River Forest, Il. 60305

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State of Illinois)
) SS.
County of SAUL)

I, DEBORAH DALTON, a Notary Public in and for said county in the state aforesaid do hereby certify that LYNDIA M. HEINS and ROBERT M. HEINS 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 10th day of MARCH, 1995.

Deborah Dalton
Notary Public

My Commission Expires:



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