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 . COOK COUNTY RECORDER

AMENDMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

THIS AMENDMENT, made this 13th day of August, 1996 by and
 between Richard J. Michalik and Barbara T. Michalik, married to each other
 as Borrower under the hereinafter described Credit Agreement and the hereinafter
 described Mortgage (hereinafter referred to as the "Borrower"), and PlainsBank of Illinois,
 N.A. (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit
 Agreement dated August 13, 1991 (the "Credit Agreement") pursuant
 to which the Bank established a line of credit for the benefit of the Borrower in the
 maximum amount of \$ 50,000.00 (the "Line of Credit") bearing interest at an
 Annual Percentage Rate 9.25 the Prime Rate
 (defined therein); 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 August 21, 1991 in Cook County,
 Illinois, as document number 3989581, 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 extend the Line of Credit
 under the Credit Agreement; and

This Agreement was prepared by:

PlainsBank of Illinois, N.A.
 678 Lee Street
 Des Plaines, IL 60018

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WHEREAS, the Bank and the Borrower have agreed to extend the Maturity Date of the Credit Agreement and desire to amend the Credit Agreement and the Mortgage to reflect such change and other changes as set forth herein; and

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 herein, the Borrower and the Bank agree as follows:

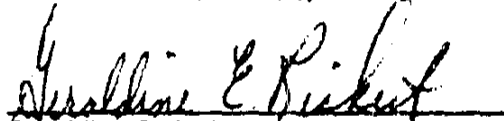
1. The foregoing preambles are hereby made a part hereof.
2. The Maturity Date, Draw Period and Repayment Period (as such terms are defined in the Credit Agreement) pursuant to the terms and conditions of the Credit Agreement are hereby extended to August 13, 2001. The Credit Agreement and the Mortgage are hereby amended to reflect this change.
3. The ANNUAL PERCENTAGE RATE, (as defined in the Credit Agreement) will not, as of the date hereof, exceed 15.25.
4. All terms, provisions and conditions of the Credit Agreement and the Mortgage not amended hereby are hereby confirmed.
5. The parties hereto warrant that the Credit Agreement and the Mortgage, as amended hereby, are valid, binding and enforceable according to their terms.
6. This Amendment shall be attached to and made a part of the Credit Agreement and the Mortgage.


BY: Richard J. Michalik


BY: Barbara T. Michalik

Accepted and Acknowledged this
13 day of August, 1996.

PLAINSBANK of Illinois, N.A.


Geraldine E. Rickert,
Vice President

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EXHIBIT A

Lot 83 in Golfhurst, being a Resubdivision of Lot 3 in Owner's Subdivision of Section 13, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said Golfhurst, registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 3, 1958 as document No. 1832676

Permanent Index Number: 08-13-201-087

Common Address of Property:

906 Golfview Place
Mt. Prospect, IL 60056

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county in the state aforesaid do certify that Richard J. Michalik and Barbara T. Michalik, who is/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 14th day of August, 1996.

Brian Armstrong
Notary Public

My Commission expires:

12/04/99



STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county in the state aforesaid do certify that Geraldine E. Rickert, Vice President of Plains Bank of Illinois, is personally known to me to be the same person whose name is subscribed to said instrument as such Vice President appeared before me this day in person and acknowledge that she signed and delivered the within instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of August, 1996.

Brian Armstrong
Notary Public

My Commission expires:

12/04/99



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