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## AMENDMENT TO FIRST STATE BANK OF CALUMET CITY HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS AMENDMENT, made this 16th day of December, 1996, by and between Allan Franke married to Elizabeth Franke, as Borrower under the hereinafter described Credit Agreement and as Mortgagor under the hereinafter described Mortgage (hereinafter referred to as the "Borrower"), and Corus Bank, N.A. f/k/a First State Bank of Calumet City (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 April 1, 1996 (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 \$15,000.00 bearing interest at an **ANNUAL PERCENTAGE RATE** equal to 1.25% 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 April 6, 1994, in Cook County, Illinois, as document number 94306537, 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:  
Corus Bank N.A.  
7727 W. Lake Street  
River Forest, IL 60305

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(445019) R12-14954  
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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\_\_\_\_.

XXX The Maximum Credit available under the Credit Agreement is hereby increased to \$25,000.00, and the Mortgage, as amended hereby, is deemed to secure the repayment of said increased amount.

XXX 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.



Allan Franke  
Allan Franke

Elizabeth Franke  
Elizabeth Franke

Accepted and Acknowledged this 10<sup>th</sup>  
day of February, 1996.

By: Diane R. Labriola  
Title: Notary Public

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## EXHIBIT A

The real estate described as:

LOT 26 IN BLOCK 5 IN HAMMOND COUNTRY CLUB ADDITION, A SUBDIVISION OF PART OF THE E 1/2 OF FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 30-17-405-012

Common address of property: 121 Ruth Street Calumet City, IL 60409

This Amendment is being recorded subsequent to the Mortgage dated April 1, 1994 in the amount of \$15,000.00 , by and between Allan Franke married to Elizabeth Franke , as Borrowers and First State Bank of Calumet City as Lender; recorded as document 96373042.

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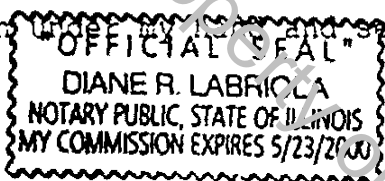


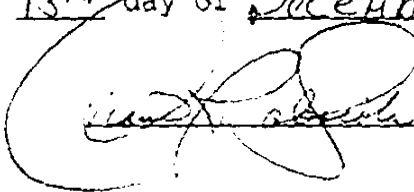
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State of Illinois)  
                                          ) SS.  
County of Cook)

I, Diane R. Labriola, a Notary Public in and for said county in the state aforesaid do hereby certify that ALAN FRANK and Elizabeth Franke 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 13<sup>th</sup> day of December, 19 96.



  
Notary Public

My Commission Expires:  
5/23/2000

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DEPT-11 RECORDING	\$29.50
DEPT-11 TRAN 4676 12/18/96 09147100	
REC # KF *-96-953419	
COOK COUNTY RECORDER	
DEPT-11 PENALTY	\$26.00