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COOK COUNTY RECORDER

#### AMENDMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND MORTGAGE

THIS ANEXIOMENT, made this 30th day of November, 1995, by and between NBD Bank Successor Trustee to NBD Trust Company of Illinois, as Successor Trustee to Citizens Bank & Trust 'J/7/A dated 3/20/79 Trust #66-3848 and Nicholas E. Papanicholas and Nancy A. Papanicholas, as Borrower under the hereinafter described Credit Agreement and the hereinafter described Mortgage (hereinafter referred to as the "Bank").

#### WITNESSETA:

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement dated June 6, 1994 (the "Credit Agreement") pursuant to which the Bank established a line of credit for the benefit of the Borrower in the maximum amount of \$200,000.00 (the "Line of Credit") bearing interest at an Annual Percentage Rate equal to the Prime Rate on the oustanding Line of Credit balance; and

WHEREAS, in order to secure to the Bank the repayment of the indicatedness 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 June 22, 1994, in Cook County, Illinois, as Document #94-546049 as granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto; and

This Agreement was prepared by: Dao T. Pham PlainsBank of Illinois, N.A. 678 Lee Street Des Plaines, IL 60016



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WHEREAS, the Borrower has requested that the Bank decreese the Line of Credit under the Credit Agreement; and

WHEREAS, the Bank and the Borrower have agreed to decrease the Line of Credit under 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 ackowledged, 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 Line of Credit is hereby decreased to \$120,000,00.
- 3. The ANICUA's PERCENTAGE RATE, (as defined in the Credit Agreement) will not, as of the date hereof, exceed 14.75%.
- 4. The Maximum Credit Amount (as defined in the Mortgage) is hereby decreased to \$120,000.
- 5. All terms, provisions and conditions of the Credit Agreement and the Mortgage not amended hereby are hereby confirmed.
- The parties hereto warrant the Credit Agreement and the Mortgage, as amended hereby, are valid, binding and enforceble according to their terms.
- 7. This Amendment shall be attached to and niede a part of the Cradit Agreement and the Mortgage.

  \*\*ET RIOTE ATTACHED IT A SIGNATURE OF THE S

Frust Officer

Nicholas E. Papanicholas

Nancy A. Pananicholas

Accepted and Acknowledged this /2 Till day of TAMHARY , 1996

PlainsBank of Illinois, N.A.

Dennis R. Oster, Vice President

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RIGER ATTACHED TO AND MADE A PART OF
AMENDMENT TO HOME EQUITY LINE OF CREDIT ACREEMENT AND MORTCAGE

DATED NOVEMBER 30, 1995 UNDER TRUST NO. 66-3848

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that NUO Bank, shall have no liability, contingent or otherwise arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property demage (rect or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement resched or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations requirements, or demands of government authorities, or any policies or requirements of the frustee, which are based upon or in any way related to such hazardous materials including without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

in the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

NBU Bank, Successor 1 cd as to NBU Trust Company of Illinois, as Invates under Trust No. 56-3848 and not individually

Allesi's
Trust Officer

STATE OF TELINOTS
COUNTY OF COOK

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Descrive A. Depoing ... And the President and for said Corporation, for the said instrument as the free and voluntary act of said Corporation, for the uses and purposes therefore and the said instrument as the free and voluntary act of said Corporation, for the uses and purposes therefore the said instrument as the free and voluntary act of said Corporation, for the uses and purposes therein as the free and voluntary act of said Corporation, for the uses and purposes therein as the free and voluntary act of said Corporation, for the uses and purposes therein as the free and voluntary act of said Corporation, for the uses and purposes therein as the Corporate and of said Corporation to said instrument as the free and voluntary act of said Corporation, for the uses and purposes that has/her own free and voluntary act of said Corporation, for the uses and purposes therein act forth.

UIVEN under my hard and Notarial Soal this 18th day of January A.U. 19.96

"OFFICIAL SEAL"
MARY N. LEGARE
Notery Public, State of Illinois
My Commission Expires 9/5/97

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State of Illinois )	
Caunty of Cook )	
I, the undersigned, a Notary Public in and for said county in the state aforesaid do certify that Micholas E. Papanicholas and Nancy A. Papanicholas who/is /are personally known to me respectively, appeared before me this day in person and ackowledge 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 Not	A () A '
	exactly B. Andrews!
My commission expires:	the annual control of the control of
marca 23, 1996	OFFICIAL SEAL TOOROTHY R. ANDREWS
State of illinois)	M' COMMISSION EXPIRES 3/23/96
County of Cook)	Marian Marian
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dennis R. Oster, Vice President of FiginsBank 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 acknowledged that they signed said instrument as their own free and voluntary act for the uses and purposes therein set forth.  Given under my hand and notarial seal this proday of personant 1954.	

Notary Public

OFFICIAL SEAL "
DOROTHY R. ANDREWS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRED 3/83/86

My Commission Expires:

March 23, 1996

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#### **EXHIBIT A**

This real estate described as: Lot 3 in Bluett's Fairview Gardens, being a Subdivision of Part of the West 1/2 of the East 1/2 of the Southeast 1/4 and Part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent index number: 03-35-405-003

Common address of property: 119 N. Stevenson, Wt. Prospect, IL 60056

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