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After recording, return this document to First Bank of Schaumburg

321 W. Golf Road

Schaumburg, 11, 60196

97405360

DEPT-01 RECORDING \$29.00
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. COOK COUNTY RECORDER

MAIL TO > BCX 352

#### AMENDMENT TO HOME EQUITY AMENDMENT TO HOME EQUITY AMENDMENT TO HOME EQUITY

29-

THIS AMENDMENT TO HOME EQUITY LINE OF CREDIT MORTGAGE (this "Amendment") is entered into this 23rd day of May 1997, by and between Schaumburg State Bank, Now known as First Bank of Schaumburg, not personally but solely as Trustee under Trust Agreement dated January 11, 1977 and known as Trust Number 544 (the "Mortgag or") and First Bank of Schaumburg, an Illinois banking corporation, whose address is 321 W. Golf Rd., Schaumburg illinois, 60196 (the "Mortgagee").

#### WITNESSETIC

WHEREAS, the Mortgagor executed that certain Home Equity Line of Credit Mortgage dated May 23, 1992 (the "Mortgage") in favor of the Mortgagec, pursuant to which the Mortgagor mortgaged, granted and conveyed to the Mortgagee certain real estate located in the County of Scok., State of Illinois, a legal description of which is attached hereto as Exhibit A, in order to secure the repryment of the indebtedness evidenced by that certain First Bank of Schaumburg Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated May 23, 1992 pursuant to which the Mortgagor may from time to time borrow from the Mortgagee sums which shall not in the aggregate outstanding principal balance exceed One hundred thousand and 00/100ths. Dollars (\$ 100.000.00) plus interest; and

WHEREAS, the Mortgage was duly recorded with the Recorder of Deeds of <u>Cook</u> <u>County on June 3. 1992</u>, as document number <u>92-386854</u>; and

WHEREAS, the Mortgagor has requested that the Mortgagee extend the expiration date of the Agreement to May 23, 2002, and the Mortgagee has agreed to such extension of expiration date, subject to the terms and conditions of that certain Amendment to First Bank of Schaumburg Home Equity Line of Credit Agreement and Disclosure Statement; and

WHEREAS, the parties hereto desire to amend the Mortgage to provide that the Mortgage shall continue to secure the repayment of the Agreement, as amended;

# UNOFFICIAL COPY . . .

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NOW. THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The foregoing preambles are hereby made a part hereof.
- 2. The Mortgagor and the Mortgagee agree that the Mortgage is hereby amended to provide that the Mortgage secures—the repayment of the Agreement, as amended, with the balance of the indebtedness, if not sooner paid, due and payable on the expiration date of <u>May 23</u>.

  2002.
- 3. The expiration date of the Agreement, as amended, may be further extended without further amending the Mortgage.
- 4. Paragraph ?? of the Mortgage is hereby deleted and restated in its entirety as follows:

"17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligator, or to be made at the option of the Lender, or otherwise, as are made within <u>five</u>, (5) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this mortgage shall be valid as to all indebteares; secured hereby, including future advances, from the time of its filing for record in the recorder or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under the Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty per cent of the Maximum Credit, plus interest thereon and any disoursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent flees and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby."

- 5. All terms, provisions and conditions of the Mortgage not amended hereby are hereby confirmed.
- 6. This Amendment shall be attached to and made a part of the Mortgage.
- 7. The parties hereto warrant that the Mortgage, as amended hereby, is valid, binding and enforceable according to its terms.

# 3777775E

#### **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

Schaumburg State Bank, Now Known As First Bank Of Schaumburg, not personally but solely as Trustee under Trust Agreement dated January 11, 1977 and known as Trust Number 544

Catherine Fahey, Vice

Alexi Sacra

**ACCEPTED and AGREED TO:** 

FIRST BANK OF SCHAUMBURG, an Illinois banking corporation

By: Alex Frequench

This instrument is executed by FIRST BANK OF SCHAUMBURG not personally but satisfy as Trustee as a present an expenses and conditions to deppt control present of the FIRST Lautic CE School 1989 are unconsidered by it activities the process of an incomparation of the process of present of the Park OF School 1989 and the process of the

STATE OF ILLINOIS )
COUNTY OF <u>Cook</u> )
I. the undersigned, a Notary Public in and for gaid Gounty in the State aforesaid, DO HEREBY CERTIFY that Chillering FAMELT MATRICE appeared before the this day in person and acknowledged that (sibe signed and sealed the said instruments as his/her own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 25 day of 2064.
Notary Public
STATE OF ILLINOIS ) COUNTY OF Cook )  "OFFICIAL SEAL " JEANEEN D. BERKOWITZ Noting Public. Strict tracts My Countission Entered 1-25/99
I, the undersigned, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that
GIVEN under my hand and notarial scal this 23 R day of MAY 1997.  (White fakey Notary Public
THIS INSTRUMENT PREPARED BY:  "OFFICIAL SEAL"  CATHERINE FAHEY  CATHERINE FAHEY
First Bank of Schaumburg  NOTARY PUBLIC STATE OF ILLINOIS  My Commission Expires 04:09:2000

First Bank of Schaumburg Timothy R. Guarine 321 W. Golf Rd.

Schaumburg, IL 60196

**EXHIBIT A** 

LOT 78 IN ORCHARD ADDITION TO TEMPLE WOODS OF INVERNESS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7. 1961 AS DOCUMENT NUMBER 18,209,047, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number:

02-20-204-016

Common Address:

Apple igne, 11. 61s.

Of Columnia Clark's Office 1209 Appleby Road Paintine, 1L 60067