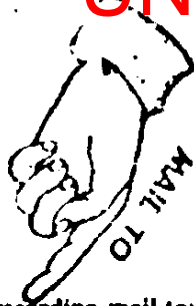


# UNOFFICIAL COPY



97454463

After recording mail to:

First Deposit National Bank  
c/o Mortgage Processing  
P.O. Box 9120  
Pleasanton, CA 94566  
Ref. No. 71405313

DEPT-01 RECORDING 27.5  
16666 TRAN 3272 06/24/97 08:36:00  
45138 + IR \*-97-454463  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

*Handwritten:* 7/1/97  
D/S JPH

## AMENDMENT TO MORTGAGE

THIS AMENDMENT is made as of this 13th day of June, 1997, by and between HERBERT R. RUSSEL and BARBARA J. RUSSEL (herein "Borrower") and First Deposit National Bank, a national banking association (herein "Lender"). \*HIS WIFE, IN JOINT TENANCY

### RECITALS

A. Borrower has executed a mortgage together with all riders thereto (collectively hereinafter the "Mortgage") in favor of Lender, dated as of 09/01/1995 and recorded on\*, as Instrument No. \*\*, in the official records of COOK County, Illinois, encumbering that certain real property commonly known as 289 OXFORD ROAD, DES PLAINES, Illinois, 60016 and more particularly described on Exhibit A attached hereto and made a part hereof, to secure certain revolving credit indebtedness of Borrower to Lender which was evidenced by that certain Account Agreement (the "Account Agreement") of even date therewith. \*09/12/1995 \*\*95607198

B. Borrower and Lender desire to modify the Mortgage to provide that Borrower is further indebted to Lender, in the additional sum of THIRTY SEVEN THOUSAND \*\* Dollars (\$37,600.00) for a maximum principal amount of revolving credit indebtedness to be advanced pursuant to the Account Agreement as modified by the Addendum (as defined herein) of Fifty Nine Thousand One Hundred and No/100 Dollars (\$59,100.00), together with interest thereon and such other amounts as provided in the Mortgage. \*\*\*SIX HUNDRED AND NO/100---

THE MAXIMUM PRINCIPAL AMOUNT, EXCLUDING PROTECTIVE ADVANCES, THAT MAY BE SECURED BY THIS MORTGAGE IS U.S. \$59,100.00.

NOW, THEREFORE, the parties hereto agree as follows:

1. To evidence Borrower's additional obligations to Lender, Borrower executed an Addendum to the Account Agreement (the "Addendum") of even date herewith. The amount designated in said Addendum being an additional principal amount of revolving credit indebtedness named in and secured by the Mortgage.
2. The maximum principal amount of revolving credit indebtedness to be advanced pursuant to the Account Agreement, as modified by the Addendum, and secured by the Mortgage is hereby

97454463

*Handwritten:* 2750

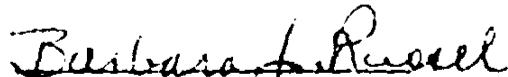
# UNOFFICIAL COPY

amended to be Fifty Nine Thousand One Hundred and No/100 Dollars (\$59,100.00) together with interest thereon and such other amounts as provided for in the Mortgage.

3. Borrower shall repay the total outstanding indebtedness secured by the Mortgage, as amended by this Amendment, pursuant to the terms and conditions set forth in the Account Agreement, as modified by the Addendum.
4. All covenants, agreements, stipulations and conditions in the Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this Amendment in any way impair, diminish or affect any of Lender's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage, are expressly reserved by the Lender.
5. Borrower shall not be responsible for any costs and expenses incurred by Lender in connection with this Amendment, except for mortgage taxes, which shall be paid by Borrower and shall be secured by Mortgage.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

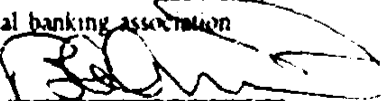
  
HERBERT R. RUSSEL

  
BARBARA J. RUSSEL

Lender:

FIRST DEPOSIT NATIONAL BANK,  
a national banking association

By:

  
Its: ROBERT C. DRAPEAU  
OPERATIONS OFFICER

# UNOFFICIAL COPY

State of Illinois Cook County SS:

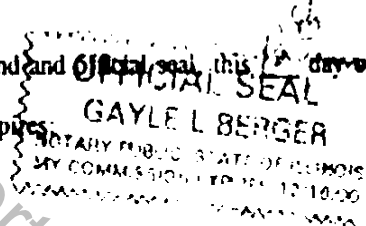
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

Robert J. Kuzel, his wife

Robert J. Kuzel, his wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of June, 1997

My Commission expires:



Gayle L. Berger  
Notary Public

State of California }  
County of ALAMEDA } s.s.

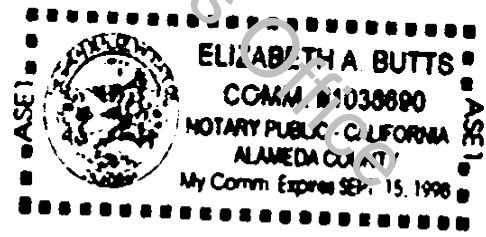
On this 6/11/97, before me, ELIZABETH A. BUTTS, a Notary Public in and for said State of California, personally appeared ALBERT C. DAADEU, known to me to be, or ~~proved to be on the basis of satisfactory evidence,~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/hor/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

For Notary Seal or Stamp  
Signature

Elizabeth A. Butts

This instrument was prepared by: Denise Hubbard  
First Deposit National Bank  
295 Main Street  
Tilton, NH 03276



97454463

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

PIN# 09-18-210-006

LOT 30 IN BLOCK 4 IN BRANIGAR'S CUMBERLAND TERRACE, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 80455.

INITIALS  
INITIALS

Property of Cook County Clerk's Office

97454463

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

IR DEST-01 RECORDING 627.5  
74666 TRAN 8272 06/24/97 08:36:00  
45136 & IR #-97-454463  
COOK COUNTY RECORDER