

AMENDMENT TO  
CORUS BANK, N.A. F/K/A RIVER FOREST STATE BANK AND TRUST COMPANY  
HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT  
AND HOME EQUITY LINE OF CREDIT MORTGAGE

**FIRSTAR BANK ILLINOIS f/k/a First Colonial Trust Company successor to**

THIS AMENDMENT, made this 19th day of June, 1997, by and between William F. O'Connell and Elena S. O'Connell, his wife, as Borrower under the hereinafter described Credit Agreement and \*Avenue Bank & Trust Company of Oak Park not personally, but as Trustee under a Trust Agreement dated May 31, 1979, and known as Trust No. 2291 as Mortgagor under the hereinafter described Mortgage (hereinafter collectively referred to as the "Borrower"), and Corus Bank, N.A. f/k/a River Forest State Bank and Trust Company (hereinafter referred to as the "Bank").

WITNESSE RELIABLE SERVICES # 58/8260

2950

P 26<sup>00</sup>

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated September 23, 1995 (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 \$30,000.00 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 Trustee executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded on September 28, 1995, in Cook County, Illinois, as document number 95660665, pursuant to which the Trustee mortgaged, granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto (The "Property"); 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

*mail to  
MAR. M. BLOK  
CORUS BANK  
7727 W. Lake Street  
River Forest, IL 60305*

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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: (check the box indicating the appropriate change)

The foregoing preambles are hereby made a part hereof.

N/A 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.

N/A 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 \$40,000.00, and the Mortgage 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.

N/A 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.

The parties hereto acknowledge that the Borrower executed the Credit Agreement and that the Trustee executed the Mortgage, not personally, but as Trustee under the aforesaid Trust Agreement, the beneficiary of which was the Borrower.

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The parties hereto agree that this Amendment is executed by the Trustee, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Trustee personally to pay any amount due pursuant to the Credit Agreement or the Mortgage as amended hereby, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee personally is concerned, the holder or holders of the Credit Agreement and the owner or owners of any indebtedness accruing thereunder shall look solely to the Property conveyed by the Mortgage, as amended hereby, for the payment thereof, by the enforcement of the lien created by the Mortgage as amended hereby, in the manner therein provided, by action against any other security given to secure the payment of the Credit Agreement and by action to enforce the personal liability of any signatory of the Credit Agreement.

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.

FIRSTAR BANK ILLINOIS not personally but solely as Trustee under Trust Agreement  
No. 2291

ATTEST

By: Angela McClain  
Its: Angela McClain, Land Trust Officer

By: Norma J. Haworth  
Its: Norma J. Haworth, Land Trust Officer

not personally, but as Trustee  
under the aforesaid Trust  
Agreement

William F. O'Connell  
William F. O'Connell

Elena S. O'Connell  
Elena S. O'Connell

Accepted and Acknowledged this 19th  
day of June, 1997.

By: Carol McKeith  
Title: CONSUMER LOAN ASSOCIATE

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EXHIBIT A

The real estate described as:

LOT 5 IN BLOCK 9 IN ROSSELL'S ADDITION TO OAK PARK, A SUBDIVISION OF PART OF THE NW 1/4 OF SECTION 5 AND PART OF THE NE 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-05-107-016

Common address of property: 1127 N. Ridgeland Oak Park, IL 60302

This Amendment is being recorded subsequent to the Mortgage dated September 23, 1995 in the amount of \$30,000.00 , by and between William F. O'Connell and Elena S. O'Connell , as Borrowers and Corus Bank N.A. F/K/A River Forest State Bank and Trust Company as Lender; recorded as document 95660665.

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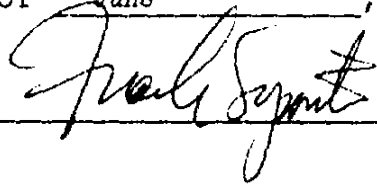


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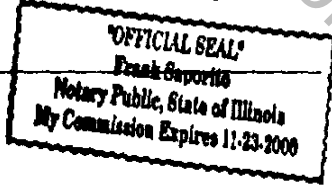
State of Illinois) )  
 ) SS.  
County of Cook )

I, the undersigned, a Notary Public in and for said county in the state aforesaid do hereby certify that Norma J. Haworth and Angela McClain 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 20th day of June, 19 97.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



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. DEPT-01 RECORDING \$29.50  
. T#0011 TRAN 8024 06/25/97 09:06:00  
. #3098 # KP #-97-457288  
. COOK COUNTY RECORDER

. DEPT-10 PENALTY \$26.00

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