97398470

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

THIS AMENDMENT, made this 31st day of May, 1997, by and between Vincent L. Katz and Joan E. Katz, his wife as joint tenants, as Borrower under the hereinafter described Credit Agreement and as Mortgagor under the herinafter described Mortgage (hereinafter 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").

WITNESSETH: US3334

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated May 25, 1990 (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 \$50,000.00 bearing interest at an ANNUIL PERCENTAGE RATE equal to 1.00% 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 Babk 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 May 30, 1990, in Cook County, Illinois, as document number 90249874, rursuant 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 Wire ment was prepared by:

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 therein, the Borrower and the Bank agree as follows:

The foregoing preambles are hereby made a part hereof.

XXX The Draw Period of the Home Equity Line is hereby extended from May 25, 1997 to May 25, 2004. The Credit Agreement is hereby amended to reflect this change.

XXX The Final Maturity Date (as defined in the Mortgage) is hereby extended to May 25, 2004.

N/A The Maximum Credit available under the Credit Agreement is hereby increased to \$, and the Mortgage, as amended hereby, is deemed to secure the repayment or said increased amount.

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: Prime plus two percent (Prime + 2.00%).

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.

Proberty of Cook County Clerk's Office

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UNOFFICIAL COPY

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.

Unat R Kots Vancent L. Katz

Joan E. Katz

Accepted and Acknowledged this 3. day of 1911.

By: Cand Mc Kuit;

Title: CONTROL LON PSIGNATE

COLINAR C

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EXHIBIT A

The real estate described as:

LOT 22 IN BLOCK 2 IN EUCLID PLACE SUBDIVISION OF PARTS OF LOTS 1 TO 10 IN BLOCK 23 OF JAMES W. SCOVILLE'S SUBDIVISION OF THE W 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-07-225-058

Common address of property: 132 Frank Lloyd Wright Lane
Oak Park, IL 60302

This Amendment is being recorded subsequent to the Mortgage dated May 25, 1990 in the amount of \$30,000.00 , by and between Vincent L. Katz and Joan E. Katz, his wife as joint tenants , as Borrowers and Corus Bank, N. K. f/k/a River Forest State Bank and Trust Company as Lender; recorded as document 90249874.

Property of Cook County Clerk's Office

State of Illinois)	
County of ('ca.)	
· Section .	
I, <u>Ruyoo Van Zait</u> , a Notary state aforesaid do hereby certi	Public in and for said county in the fy that \(\frac{1}{4}\text{VOLT} \) to me respectively.
appeared before me this day in person	and acknowledge that they signed and
delivered the within instrument as the uses and purposes therein set forth.	eir own free and voluntary act for the
Given under my hand and seal this 200	T day of 11/44 , 1997.
O C/X	Notary Public
9	Notary Public
My Commission Expires:	,
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