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AMENDMENT TO CORUS BANK F/K/A COMMERCIAL NATIONAL BANK OF CHICAGO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT AND HOME EQUITY LINE OF CREDIT MORTGAGE

THIS AMENDMENT, made this 19th day of June, 1998, by and between Clement E. Pritz, Jr., as Borrower under the hereinafter described Credit Agreement and CORUS Bank as Successor Trustee to Commercial National Bank of Chicago not personally, but as Trustee under a Trust Agreement dated January 4, 1980, and known as Trust No. 381 as Mortgagor under the hereinafter described Mortgage (hereinafter collectively referred to as the "Borrower"), and CORUS Bank F/K/A Commercial National Eank (hereinafter referred to as the "Bank").

### WITNESSETH:

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement and Disclosure Statement dated October 5, 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 \$40,000.00 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, an order to secure to the Dank the repayment of the indebtedness incurred pursuant to the Credit Agraement, the Trustee executed and delivered to the Bank that certain Home Equity Line of Credit Mortgage dated the same date (the "Mortgage") and recorded c. October 17, 1990, in Cook County, Illinois, as document number 90507620, 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

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Property of Cook County Clerk's Office

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.

XX The Draw Period of the Home Equity Line is hereby extended from October 5, 1997 to October 5, 2004. The Credit Agreement is hereby amended to reflect this change.

XX The Final Maturity Date (as defined in the Mortgage) is hereby extended to October 5, 2004.

The Maximum Credit available under the Credit Agreement is hereby increased to \$, and the Mortgage is deemed to secure the repayment of said increased amount.

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.

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.

#### EXHIBIT A

The real estate described as:

LOTS 32 AND 33 IN A.H. BURLEY'S SUBDIVISION OF LOTS 1 AND 4 IN BLOCK 9 IN WM. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

Permanent Index Number: 14-18-324-014-0000

Common addless of property: 4023 N. Oakley, Chicago, IL 60618

This Amendment is being recorded subsequent to the Mortgage dated October 5, 1990 in the amount of \$40,000 00, by and between Clement E. Pritz, Jr.under CORUS Bank as successor Trustee to Commercial National Bank, as Trustee under Trust Agreement dated January (, 1980 and known as Trust Number 381, as Borrowers and CORUS Bank N.A. F/K/A Commercial National Bank as Lender; recorded as document 90507620.

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State of Illinois) > SS.
County of (ide )
I,
Notary Public
My Commission Expires. "Of t1CIAL SEAL"
TIMOTHY F. SELGRAT  TOWN ARY PUBLIC STATE OF ILLINOIS  THE Commission Expires 09/27/2000
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Property of Cook County Clerk's Office

County of (wh.)	
I, 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.	<b>÷</b>
Given under my hand and seal this 70 day of July 1998.	
Notary Publ	ic
My Commission Expires:  "OFFICIAL SEAL"  TIMOTHY F. SELGRAT  NOTARY PUBLIC STATE OF ILLINOIS  IMPCommission Expires C9/27/2000	

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### UNOFFICIAL COPSY04912 Page 1 of 15

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 hemeafter 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.

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Corus Bank,	N.A. fka Commercial N			as Trustee Trust Agreemen	ıt
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				Clement E. Pr	:itz, Jr.
	and Acknowledged th	is 3rd		Co	
day of	July	, 19 <u>98</u> .	THO NOTARY PU	ICIAL SEAL" MAS W. CARR BLIC STATE OF ILLINOIS	
By	Mayslav	1	My Commis	sion Expires 07/21/2001	