

HA8041985



The First National Bank Of Chicago

**AMENDMENT TO HOME EQUITY LINE AGREEMENT AND MORTGAGE**

This Amendment is dated October 01, 1998, and is executed by The First National Bank Of Chicago  
either as original mortgagee or as assignee ("Lender") and  
RICK J. KOZMA, SINGLE

(jointly and severally, if more than one) ("Borrower").

WHEREAS, Borrower has executed and delivered to Lender a certain Mortgage dated August 30, 1993  
and recorded as document number 93833780 on October 18, 1993, with the  
COOK County Recorder of Deeds, encumbering the following described property:

THE SOUTH 1/2 OF LOT 14 IN BLOCK 7 I PORITIA MANOR BEING FREDERICK  
H. BARTLETT'S SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4  
OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number 15343010300000  
which has the address of 3505 BLANCHAN AVE BROOKFIELD, IL 605131101

("Mortgage"); and

WHEREAS, Borrower has executed a certain credit agreement and disclosure statement dated  
August 30, 1993, in favor of the Lender (the "Agreement").

WHEREAS, Lender and Borrower wish to amend the Mortgage in order to increase the credit limit under the  
Agreement and/or extend the expiration date of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender and Borrower  
agree as follows:

**BOX 333-CTI**

The maximum principal sum secured by this Mortgage shall be increased to Fifteen Thousand and No/100 Dollars (U.S. \$ 15,000.00 ), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to the Agreement, whichever is less.

The full debt secured by this Mortgage shall be due and payable, if not paid earlier, on the due date show on the billing statement issued after five years from the date of this amendment.

Borrower waives all right of homestead exemption in the Property.

Except as specifically amended hereby, the Mortgage remains in full force and effect and is hereby ratified and confirmed in its entirety.

IN WITNESS WHEREOF, this Amendment is executed the date above written.

RICK J. KOZMA, SINGLE

X Rick J. Kozma  
Borrower: RICK J KOZMA

mail to:  
1800 S. Naperville Rd  
Wheaton, IL 60187

The First National Bank Of Chicago

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Space Below This Line For Acknowledgment)

This Document Prepared By: AHMED MEAH

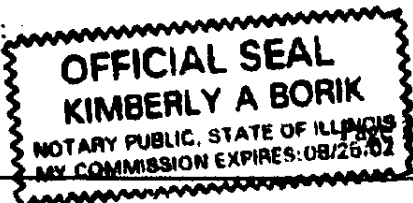
STATE OF ILLINOIS, DePaul County ss:

I, Kimberly A Borik, a Notary Public in and for said county and state, do hereby certify that

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

Given under my hand and official seal, this 1 day of October, 1998.

My Commission expires:



Kimberly A Borik  
Notary Public

of 2

# UNOFFICIAL COPY

claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized to execute and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed. The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed and attested to this deed by its duly authorized officers the day and year set forth above.

BANK ONE, TRUST COMPANY, N.A.  
as Trustee Aforesaid.

ATTEST:

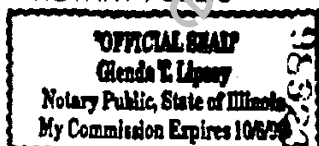
Illeana Grimes  
Its: Pro Secretary

Catherine Martin  
Its: Client Service Officer

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Trust Company, N.A. and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of April 1998.  
Commission expires 19



This instrument was prepared by Bank One, Trust Company, N.A.  
14 South LaGrange Road  
LaGrange, Illinois 60525

ADDRESS OF PROPERTY  
1940 Wesley Ave.  
Evanston, IL

MAIL TO: Cady King Realty  
(Address)  
1740 Ridge Suite 100  
(City, State, Zip) Evanston, IL 60201

SEND SUBSEQUENT TAX BILLS TO:  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

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Property of Cook County Clerk's Office

Cook County  
REAL ESTATE TRANSACTION TAX

OCT--98

1045

REVENUE STAMP

068993

STATE OF ILLINOIS

OCT--98

209.00

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE 068993

98022696