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**Amendment to Home Equity
Revolving Line of Credit
Mortgage**

FOR RECORDER'S USE ONLY

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This Amendment to Home Equity Revolving Line of Credit Mortgage ("Amendment") is made and entered into by Bernard Povitsky and Sarelle Povitsky, husband and wife (sometimes hereinafter collectively "We" or "Our") in favor of Bank of Northern Illinois, National Association ("You" or "Your"), as of January 12, 1998.

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Cook County Recorder 29.50

RECITALS

WHEREAS, Bernard Povitsky and Sarelle Povitsky executed a certain Home Equity Line of Credit Agreement and Note dated December 5, 1997 (together with any renewals, modifications,

or extensions thereof, the "Note"), with an original credit limit of \$52,500.00 payable to Your order to evidence an open end revolving credit loan in said sum.

WHEREAS, to secure repayment of all advances and readvances of principal made by You from time to time under the Note, and all renewals, extensions, or modifications thereof, We executed and delivered to You a Home Equity Revolving Line of Credit Mortgage (together with any extensions or modifications thereof, the "Mortgage"), dated December 5, 1997 and recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 97075670, pursuant to which We did mortgage, grant, warrant and convey to You the premises legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

WHEREAS, You have agreed to amend the loan evidenced by the Note and secured by the Mortgage, provided We execute this Amendment and any further documents as You may require to document the amended terms of the aforesaid loan.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. **Incorporation of Recitals.** All of the foregoing recitals are incorporated herein by reference.

2. **Amendment to Mortgage.** The Mortgage is hereby amended to provide that it shall stand not only as security for the debt evidenced by the Note, but as such Note is amended by a certain First Amendment to Home Equity Line of Credit Agreement and Note of even date herewith executed by Bernard Povitsky and Sarelle Povitsky wherein, among other amendments, the maturity date of the Note was extended to January 12, 2003. We acknowledge that, pursuant to such amendment to the Note, there has been an increase in the maximum credit available under the line of credit evidenced by the Note, and that any and all future advances as are made pursuant to the Note, as amended, within 20 years from the date thereof, shall be secured by the Mortgage and this

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Amendment until all sums due under the Note, are fully repaid to You.

Any references in the Mortgage to "Equity Credit Power Agreement" shall also be a reference to "Home Equity Line of Credit Agreement and Note".

We hereby confirm that to the extent the Mortgage, or any extension or amendment thereof, was executed or dated prior to the date of the Note, or was originally given to pledge the property described therein to secure other debts in addition to that evidenced by the Note or to secure Our debts generally and/or the Note maker to You, the property described in the Mortgage was given and hereby stands as security for the debt evidenced by the Note, and all renewals, extensions and modifications thereof, on the terms specified in the Mortgage and any amendments thereto.

3. Acknowledgement of Amount. We acknowledge that the maximum credit available at any time under the Note as of the date hereof is 69,000.00, which includes an increase in the credit limit as set forth in paragraph 2 above.

4. Hypothecation. In the event that We am/are not the same person or entity as the borrower under the Note, We agree that the Property shall stand as security for the debt evidenced by the Note and all renewals, modifications or extensions thereof, including without limitation the Note amendment described in paragraph 2, as if We had duly assigned, released, transferred and delivered the Property to Bernard Povitsky and Sarelle Povitsky, who with full ownership thereof, had pledged said Property to secure said debt upon the terms herein stated and as otherwise provided by law.

5. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage shall remain unchanged and in full force and effect, and any other pledge of the Property to secure any other obligations or debt under the Mortgage shall remain unaffected hereby.

6. Reaffirmation. We hereby incorporate by reference herein and restate as of the date hereof, all of Our representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), contained in the Mortgage or in any other instrument related thereto which has been submitted to You, and affirm that all such Undertakings are currently in full force and effect and shall remain continuously applicable to the transactions to which the Mortgage relates and all of Our and/or the Note maker's obligations and liabilities to You are completely satisfied.

7. Waiver. We acknowledge and agree that as of the date hereof, the Mortgage is good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitutes Our legally binding obligation to You. No event or act has occurred which might or could impair the enforceability thereof or result in Our discharge thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which We have made or given to You. We waive and release any causes of action We might have or claim to have against You arising out of or in any way related to the execution and enforcement of the Mortgage or the transactions to which it relates.

To the extent permitted under law, We further waive and release: all rights and benefits under and by virtue of any homestead exemption laws applicable to this instrument, moratorium laws and other laws limiting the enforcement of the Mortgage, as amended; all rights of redemption under any judgement of foreclosure of the Mortgage; any redemption rights granted by law on Our behalf, any trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the property pledged by the Mortgage as of or subsequent to the date of the Mortgage; the benefit of all appraisal, valuation, stay or extension laws; any reinstatement rights now or hereafter in force under applicable law; and all rights of marshalling in the event of any sale of the mortgaged property or any part thereof or any interest therein; all whether statutory or otherwise.

8. Affirmance of Mortgage. The Mortgage continues to be a valid and subsisting lien upon the Property, which is free and clear of all other liens and encumbrances except those in Your favor or those which have been expressly permitted by You, if any.

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9. Future Advances. The Mortgage, as amended hereby, continues to secure existing advances of principal, but also readvances or future advances of principal, plus the interest accrued thereon and all other indebtedness outstanding under the Note from time to time (whether such advances or indebtedness evidence obligatory or discretionary advances) within 20 years from the date of the Mortgage. The advances and readvances of principal outstanding shall be secured to the same extent as if each was made on the date of the Mortgage, and the fact that there is no outstanding indebtedness under the Note shall not affect the priority of the lien of the Mortgage as it existed on the date of the Mortgage. The Mortgage shall be prior to all subsequent liens and encumbrances even if there is no indebtedness owing under the Note to the extent of the credit limit shown in the Note, as amended, plus all other amounts owing under the Note and/or secured by, or which may be secured by, the Mortgage.

IN WITNESS WHEREOF, We have executed this instrument as of the date first written above.

x Bernard Povitsky
Bernard Povitsky, individually

STATE OF ILLINOIS

COUNTY OF Cook

1 SS.

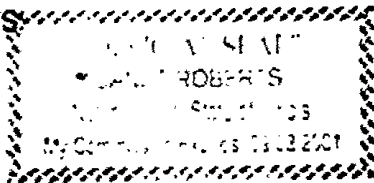
I, JANET ROBERTS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard Povitsky, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of Jan, 1998.

Janet Roberts
NOTARY PUBLIC

COMMISSION EXPIRES

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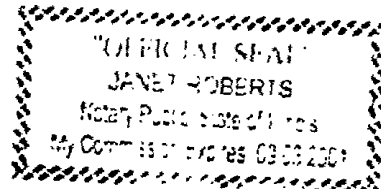
Sarelle Povitsky
Sarelle Povitsky, individual y

STATE OF ILLINOIS

COUNTY OF Cook

1 SS.

I, JANET ROBERTS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sarelle Povitsky, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.



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GIVEN under my hand and notarial seal this 6 day of Jan

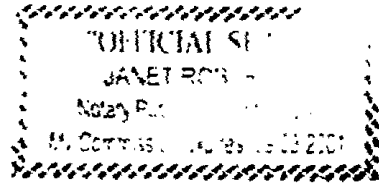
1978

Janet R. ...
NOTARY PUBLIC

COMMISSION EXPIRES: 9-3-01

This document prepared by and to be returned to after recording:

Bank of Northern Illinois, National Association
Commercial Loan Department
1313 Delany Road
Gurnee, Illinois 60031



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EXHIBIT A

TO THE AMENDMENT TO HOME EQUITY REVOLVING LINE OF CREDIT MORTGAGE LEGAL DESCRIPTION OF PREMISES

Lot 5 in Block 'C' in the Courts of Russetwood, Unit 5, Being a Subdivision of Part of the Southwest 1/4 of the Northeast 1/4 of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Tax #03-21-215-005-0000

Address: 2310 Barberry Ct.

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