

UNOFFICIAL COPY 99886740

7805/0049 20 001 Page 1 of 4  
1999-09-20 09:58:29  
Cook County Recorder 27.00



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

THIS AMENDMENT, made this 6th day of June, 1999, by and between Nicholas E. Papanicholas and Nancy A. Papanicholas, Tenants by the entirety under the hereinafter described Credit Agreement and the hereinafter described Mortgage (hereinafter referred to as the "Borrower"), and PlainsBank of Illinois, N.A. (hereinafter referred to as the "Bank").

**WITNESSETH:**

WHEREAS, the Borrower has executed that certain Home Equity Line of Credit Agreement dated June 6, 1999 (the "Credit Agreement") pursuant to which the Bank established a line of credit for the benefit of the Borrower in the maximum amount of \$125,000.00 (the "Line of Credit") bearing interest at an Annual Percentage Rate equal to the Prime Rate (defined therein); and

WHEREAS, in order to secure to the Bank 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 June 6, 1994, in Cook County, Illinois, as document number 94546049 and rerecorded on November 30, 1995, in Cook County, Illinois as document number 96073539 pursuant to which the Borrower mortgaged, granted and conveyed to the Bank certain real property described therein and on Exhibit A attached hereto; and

RE: TITLE

72582 B

**BOX 169**

This Agreement was prepared by:  
Ella Siptrott  
PlainsBank of Illinois, N.A.  
678 Lee Street  
Des Plaines, IL 60016

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WHEREAS, the Borrower has requested that the Bank extend the Line of Credit under the Credit Agreement; and

WHEREAS, the Bank and the Borrower have agreed to extend the Maturity Date of the Credit Agreement and desire to amend the Credit Agreement and the Mortgage to reflect such change and other changes as set forth herein; and

NOW, THEREFORE, all other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual promises herein, the Borrower and the Bank agree as follows:

1. The foregoing preambles are hereby made a part hereof.
2. The Maturity Date, Draw Period and Repayment Period (as such terms are defined in the Credit Agreement) pursuant to the terms and conditions of the Credit Agreement are hereby extended to June 6, 2004. The Credit Agreement and the Mortgage are hereby amended to reflect this change.
3. The ANNUAL PERCENTAGE RATE, (as defined in the Credit Agreement) will not, as of the date hereof, exceed 13.75%.
4. All terms, provisions and conditions of the Credit Agreement and the Mortgage not amended hereby are hereby confirmed.
5. The parties hereto warrant that the Credit Agreement and the Mortgage, as amended hereby, are valid, binding and enforceable according to their terms.
6. This Amendment shall be attached to and made a part of the Credit Agreement and the Mortgage.



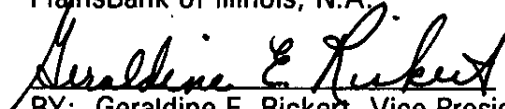
Nicholas E. Papanicholas



Nancy A. Papanicholas

Accepted and Acknowledged this  
10th day of JUNE, 1999

PlainsBank of Illinois, N.A.



BY: Geraldine E. Rickert, Vice President

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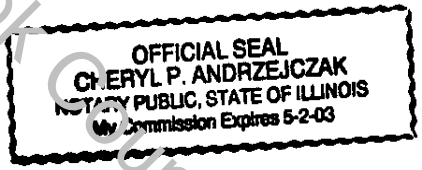
State of Illinois )  
                          )SS.  
County of         )

I, the undersigned, a Notary Public in and for said county in the state aforesaid do certify that Nicholas E. Papanicholas and Nancy A. Papanicholas 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 6<sup>th</sup> day of June, 1999

*Cheryl P. Andrzejczak*  
Notary Public

My commission expires:  
5-2-03



Property of Cook County Clerk's Office

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## EXHIBIT A

The real estate described as:

LOT 3 IN BLUETT'S FAIRVIEW GARDENS, BEING A SUDIVISION OF PART OF THE WEST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ AND APRT OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent index number: 03-35-405-003

Common address of property: 119 N. STEVENSON, MT. PROSPECT, ILLINOIS 60056