

FT 2003253

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Cook County Recorder 27.50

FT 2003253

This Document Prepared By: Jackie Studzinski
And When Recorded Mail To:
150 Wilson
Palatine, IL.
60067



MODIFICATION AGREEMENT

Handwritten signature/initials

This Modification Agreement ("Agreement") is made this 10th day of April, 2000 by and between Josephine Lopez, as trustee of The Josephine Lopez Revocable Trust dated December 9, 1992 and Eugene C. Lopez ("Borrower") and Harris Bank Elk Grove ("Lender") and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated _____ and recorded in Cook County as Document Number 95261351 and (2) the corresponding home equity line of credit agreement and disclosure statement ("Plan") bearing the same date as and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", the real property being described as follows:

Common Address: 559 Crest, Elk Grove Village, IL 60007
Parcel Number: 08-28-406-011
Legal Description: LOT 95 IN BRANICAR'S FOREST VIEW HOMESITES, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows:

Agreements

(In this Agreement, an "X" in any box means that the loan term following the X is applicable to the Borrower's Plan and Security Instrument. "NA" in any box means that the loan term following the NA is not applicable to Borrower's Plan and Security Instrument.)

Lender is the owner and holder of Borrower's Plan and Security Instrument and at Borrower's request, has agreed to modify Borrower's Plan and Security Instrument pursuant to the terms of this Agreement. Borrower promises to pay all of Borrower's monthly payments under Borrower's Plan and Security Instrument to the order of Lender at Harris Bank, 150 Wilson, Palatine IL 60067 or at such other address as lender may designate.

- 1. Borrower's Credit Limit is increased to \$50,000; reduced to \$; unchanged.
Borrower acknowledges (a) receipt of the Truth in Lending disclosures for this Agreement and (b) if Borrower's Credit Limit has been increased, that (i) Borrower received a Notice of Right to Cancel ("Notice"), (ii) more than three days have elapsed since Borrower received the Notice, and (iii) this Agreement has not been canceled.

FIRST ILLINOIS TRUST COMPANY

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2. Borrower's Margin is increased to %; reduced to %; unchanged. The ANNUAL PERCENTAGE RATE for Borrower's Plan is the sum of (a) Borrower's margin shown above and (b) the Wall Street Journal Prime Rate. Current Rates that may be used to compute Borrower's FINANCE CHARGE are an ANNUAL PERCENTAGE RATE OF 9.00% and Daily Periodic Rate of 0.02466%.
3. The Maturity Date of Borrower's Plan is extended to April 10, 2010 ("Extended Maturity Date"), until which time Borrower may borrow, repay, and re-borrow under Borrower's Plan. All sums due Lender from Borrower are due and payable on the Extended Maturity Date. Lender will, however, give Borrower sixty days notice prior to the Extended Maturity Date.
4. If Borrower does not make any payment when it is due under Borrower's Plan, Lender will charge Borrower a late charge in the amount of the greater of \$10.00 or 5% of the unpaid portion of such payment not paid within ten days of its due date.
5. Borrower agrees to pay Lender a non-refundable \$35.00 annual fee for Borrower's Plan. Lender will waive the \$35.00 annual fee for the first year in which this Agreement is in effect. Thereafter, Lender will charge Borrower the \$35.00 annual fee in the first month of the second year during which this Agreement is in effect and during that same month each and every year during which this Agreement is in effect.
6. The modifications contained in this Agreement shall not be effective until the first day of the billing cycle following Lender's receipt and acceptance of this Agreement. Except as specifically modified by this Agreement, the terms, conditions, provisions, and covenants of Borrower's Plan and Security Instrument shall remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a discharge, satisfaction, novation, or release in whole or in part of the Plan, the Security Instrument, and the corresponding indebtedness. The lien of Borrowers' Security Instrument shall secure Borrowers' Plan as hereby modified to the same extent as if said Plan as modified were set forth and described in full in the Security Instrument and the Security Instrument shall also be so amended hereby. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representative, successors and assigns. Borrower hereby waives and releases all right and benefits under and by virtue of the homestead exemption laws of this state with respect to the real estate described herein. If Borrowers consist of two or more persons, then their liability hereunder shall be joint and several.

[Handwritten signature]
J. Lopez
J. Lopez

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Executed on the day, month, and year first written above.

Harris Bank

Eugene C. Lopez
EUGENE C. LOPEZ

LENDER

By: Pamela Nickels
Its: AVP

Josephine Lopez
JOSEPHINE LOPEZ

Acknowledgements

STATE OF Illinois)
COUNTY OF COOK) SS



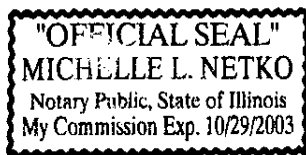
I, Robin S. Bilbro, a notary public in and for said County in the State of Illinois do hereby certify that Eugene & Josephine Lopez, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Borrower, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Robin S. Bilbro
Notary Public
My commission expires 3/18/03

STATE OF Ill)
COUNTY OF Cook) SS

I, Michelle L. Netko, a notary public in and for said County in the State of Illinois do hereby certify that Pamela Nickels of Harris Trust and Savings Bank ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP of said Corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

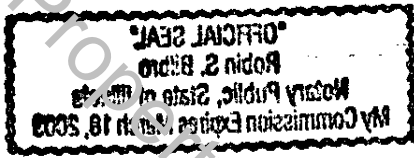
Given under my hand and notarial seal this 20th day of April, 2000



Michelle L. Netko
Notary Public
My commission expires 10-29-03

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WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage.

X Eugene C Lopez
EUGENE C. LOPEZ

X Josephine Lopez
JOSEPHINE LOPEZ

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

) ss



On this day before me, the undersigned Notary Public, personally appeared EUGENE C. LOPEZ AND JOSEPHINE LOPEZ to me known to be the individuals described in and who executed the Waiver of Homestead Exemption, and acknowledged that they signed the Waiver of Homestead Exemption as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of April, 2000.

By Robin S. Bilbro Residing at 231 Steinhaven Dr. EGV, IL

Notary Public in and for the State of Illinois

My commission expires 3/18/03

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OFFICIAL SEAL
Robin S. Rizzo
Notary Public, State of Illinois
My Commission Expires March 18, 2003

11/10/02