

MAIL TO: 885144

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

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2000-09-18 10:27:17  
Cook County Recorder 25.50



## MODIFICATION AGREEMENT

This Modification Agreement ("Agreement") is made this 23rd day of August, 2000 by and between Dale I. D'Ercole and Sharon L. D'Ercole ("*Borrower*") and Harris Bank Frankfort ("*Lender*") and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "*Security Instrument*") dated August 17, 1995 and recorded in Cook County as Document Number 95723744 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: 14667 Maple Creek Drive Orland Park, IL 60423  
Parcel Number: 27-07-113-077-0000  
Legal Description LOT 135 IN PINWOOD P.U.D. UNIT 5, BEING A SUBDIVISION OF THE W 1/2 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REITITLE SERVICES # 885144

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.

- Borrower's Credit Limit is  increased to \$60,000;  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.
- Borrower's Margin is  increased to \_\_\_\_\_%;  reduced to P + 0.00%;  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 9.50% and Daily Periodic Rate of 0.02603%.

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3. The Maturity Date of Borrower's Plan is extended to August 23, 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.

