



00201967

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Prepared by (and when recorded, return to):

HE Post Closing Dept.
The Prudential Bank
P.O. Box 105243
Atlanta, Georgia 30348-5243
Attention: Home Equity

**HOME EQUITY LINE OF CREDIT
MODIFICATION AGREEMENT
(increase in Credit Limit)**

Date: 03/09/2000

LOAN NUMBER:
Acct. No.: 00-02-23-013400

BORROWER'S NAME(S):

Julius C Engel, Barbara Engel, his wife

, who resides at

4711 Butterfield Road Hillside, IL 60162-1325

PROPERTY ADDRESS:

4711 Butterfield Road Hillside, IL 60162 - 1325

PIN 15-08-324-008

Unless the context indicates otherwise, the following words and terms are used in this Modification Agreement and defined as follows:

- "I," "me," "my," "us," "mine," and "our" mean the undersigned Borrower(s). The "Borrower" referred to herein may be an original maker of the HELOCA, the mortgagor or grantor under the Security Instrument, or any person obligated thereon by endorsement, assumption of the debt, or otherwise; but in no event will the term be construed to include anyone but the party or parties named herein.
- "You," "your," and "yours" mean **The Prudential Bank & Trust
One Ravinia Drive, Suite 1000, Atlanta, GA 30346**, ("the Lender").
- "Home Equity Line of Credit Agreement" or HELOCA refers to the promissory note, account agreement or other loan agreement executed by Borrower(s) to establish the home equity line

of credit described above, regardless of the actual title of such agreement, and whether originally made and delivered to Lender, or assigned and/or endorsed to Lender.

- Security Instrument refers to the mortgage, deed of trust, deed to secure debt, loan deed or other instrument given by the undersigned Borrower(s) to secure the HELOCA of the same date and covering the Property described in the Security Instrument and located at the address shown above, whether originally made and delivered to Lender as mortgagee, or made and delivered to some other mortgagee and purchased by Lender and now owned by Lender by virtue of an assignment to it.

BACKGROUND:

- A. I have previously executed in favor of you that certain Security Instrument dated **07/06/1994** and recorded **07/12/1994** in the amount of \$ **10,000.00** in Mortgage Reference # **#94-607824** of the County Records of **Cook** County, State of **IL**.
- B. The Security Instrument secures my indebtedness as evidenced by the HELOCA. The new indebtedness secured by this loan is \$ **52,000.00**.
- C. As of **02/23/2000**, I currently owe you the unpaid principal balance of **7,257.57** in the above loan, and you have granted my request to modify certain terms of the HELOCA and/or Security Instrument as stated below.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by execution of this Modification Agreement, the Lender and Borrower agree as follows:

1. **Credit Limit.**

I certify that the Credit Limit on this transaction has been increased by \$ **52,000.00**, modifying the Credit Limit from \$ **10,000.00** to \$ **52,000.00**.

2. **Fee and Other Charges.**

I understand and agree that I must pay the following fees and other charges in order to increase my Credit Limit and otherwise make the modifications to the terms and conditions of my HELOCA and Security Instrument specified in this Modification Agreement.

Origination Fee/Modification Fee:	0.00
Appraisal Fee:	0.00
Attorney's Fee:	0.00
Title Examination:	0.00
Title Insurance:	0.00
Recording Fees:	0.00
City/County Tax/Stamps:	0.00
State Tax/Stamps:	0.00
Express Mail Fees:	0.00
Other:	

These costs and expenses, if any, will be charged to my Account at the time you accept this Modification Agreement.

UNOFFICIAL COPY3. **Effective Date.**

Once I sign this Modification Agreement, you accept it in Georgia, any applicable rescission period expires, and this Modification Agreement is recorded, this Modification Agreement will become fully effective between you and me. I understand and agree that this Modification Agreement will not become effective until you or your officers, employees or agents accept it, which will be evidenced by the execution by you of the acceptance set forth below. I also understand that you will not accept this Modification Agreement until all approval conditions are satisfied, including but not limited to the proper execution and delivery of the loan documentation. Your failure to notify me of acceptance or furnish me with an executed copy of your acceptance will not affect the validity of this Modification Agreement.

IMPORTANT: IF THE CONDITIONS SHOWN ABOVE HAVE NOT BEEN SATISFIED WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF THIS MODIFICATION AGREEMENT, THE OFFER TO INCREASE YOUR CREDIT LIMIT WILL BE VOID.

4. **Miscellaneous.**

- (a) Unless otherwise defined in this Modification Agreement, all capitalized terms will have the same meaning as given in the HELOCA and/or Security Instrument.
- (b) I represent and warrant to you that I have no counterclaims, set-offs or defenses to your rights under the HELOCA, the Security Instrument or any other document executed in connection therewith.
- (c) Nothing in this Modification Agreement will be construed to be a satisfaction or release in whole or in part of the HELOCA or the Security Instrument securing it.
- (d) Except as specifically provided in this Modification Agreement, the HELOCA and the Security Instrument will remain unchanged, and you and I will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.
- (e) To the extent permitted by law, the parties hereto agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Modification Agreement.
- (f) Words of any gender used in this Modification Agreement will be held and construed to include any other gender, and words in the singular will be held and construed to include the plural, unless this Modification Agreement or the context otherwise requires.
- (g) I acknowledge that I have received and read this Modification Agreement and agree to the terms and conditions included in this Modification Agreement and accept this increase in my Credit Limit.
- (h) I confirm that everyone who has an ownership interest in the mortgaged property and uses it as a principal residence has received two (2) copies of the Notice of Right to Cancel, as well as one copy of the home equity account agreement containing the initial Truth-in-Lending disclosures. Further, I understand that any such person may cancel this increase in my Credit Limit.

(continued on next page)

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This Modification Agreement is given, executed, and delivered by the undersigned on the date shown above. Please sign and return this Modification Agreement. All parties to the Home Equity Line of Credit Account and Security Instrument must sign.

Signature X *Julius C Engel* (Seal)
Borrower's Name: Julius C Engel

Signature X *Barbara Engel* (Seal)
Borrower's Name: Barbara Engel

AGREED TO:

The Prudential Bank Trust

By: *Jacqueline Mason*
Jacqueline Mason

Its: Assistant Vice President

(Acknowledgments Are To Be Attached On Subsequent Pages.)

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.
)

NOTARY PUBLIC

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY

CERTIFY THAT Julius C. Engel and Barbara Engel
personally known to me to be the same person whose names(s) 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 use and purpose therein set forth, including the release and
waiver of the right homestead.

Given under my hand and official seal, this 13th day of March
2000.

ATTEST:



Deborah M. Cortino
NOTARY PUBLIC (SIGNATURE)

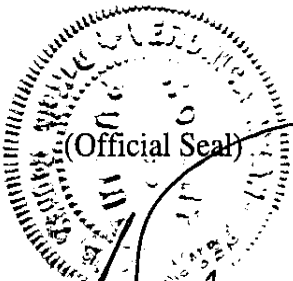
My Commission Expires: June 30, 2001

Property of Cook County Clerk's Office

State of Georgia
DeKalb County

On the *15th* day of *March* 2000, before me came Jacqueline Mason to me known, who, being duly sworn, did depose and say that she resides at 2425 Ravencloff Road Riverdale, GA 30349, and that she is the Assistant Vice President of The Prudential Bank and Trust, the corporation described in and which executed the above instrument, and that she signed her name thereto by order of the Board of Directors of said corporation.

Witness my hand and official seal, this *15 March*, 2000.



Veronica Means Perry

Notary Public Veronica Means Perry

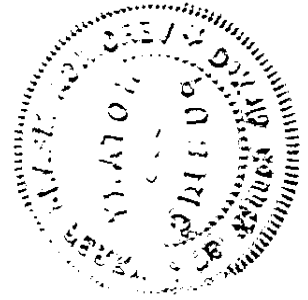
Notary Public, DeKalb County, Georgia
My Commission Expires October 1, 2002

My Commission expires _____.

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EXHIBIT A

The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit:

Lot 53 and 54 in Hillside Gardens, being a Subdivision of that part lying South of the Southerly line of the right of way of Chicago, Aurora and Elgin Railroad Company of the West half of fractional South West quarter South of the Indian Boundary line of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded October 1, 1924 as Document 8611976, in Cook County, Illinois.

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Julius C. Engel and Barbara Engel from Earl E. Moeller and Geraldine P. Moeller by virtue of a Deed dated June 29, 1978, recorded July 11, 1978 in Instrument No. 78-24527687 in Cook County, Illinois.

PIN 15-08-321-008

Property of Cook County Clerk's Office