



Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 04/22/2003 02:42 PM Pg: 1 of 8

This instrument was prepared by
(and after recording please return to):

When Recorded Return To:

Financial Dimensions Inc.
41 Terence Drive
Pittsburgh, PA 15236

LOAN MODIFICATION AND EXTENSION AGREEMENT

BORROWER'S NAME(S): Thomas J Galvin and Carolyn J Galvin	LOAN NUMBER: 15305
PROPERTY ADDRESS: 10017 S Washtenaw Chicago, IL 60642	ACCOUNT NUMBER (if different): 84 03 845226102416
LENDER'S AND ADDRESS: The Prudential Savings Bank, F.S.B. One Ravinia Drive, Suite 1000 Atlanta, GA 30346-2103	Date: January 21, 2003

Unless the context indicates otherwise, the following words and terms in this Loan Modification and Extension Agreement are defined as follows: (See attached Exhibits A and B (if applicable))

- "I," "me," "my," "us," "mine," and "our" mean the undersigned Borrower(s). The "Borrower" referred to herein may be an original maker of the Home Equity Line of Credit Agreement, 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 Lender stated above.
- "Home Equity Line of Credit Agreement" or "HELOC" 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establish the home equity line of credit described above, regardless of the actual title of such agreement, and whether originally made and delivered to Lender, or assigned and/or endorsed to Lender.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 HELOC 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date and covering the Property described in the Security Instrument and located at the address shown above, whether originally made and delivered to Lender as mortgagee, or made and delivered to some other mortgagee and purchased by Lender and now owned by Lender by virtue of an assignment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:

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- A. You are the owner and holder of that certain Security Instrument, dated **March 26, 1993**, and originally made by me and securing the repayment of my HELOC, dated **March 26, 1993**.
- B. The Security Instrument was recorded in the public records in the County of **Cook**, State of **IL**, in N/A book N/A, page N/A, or document or file number **93-237112**.
- C. I requested and you agreed to modify certain terms of the HELOC and Security Instrument as stated below.

AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual terms, covenants and conditions, you and I agree as follows:

1. Extension of Maturity Date.

The Maturity Date for my HELOC is hereby extended to **March 2013**.

2. Reinstatement and/or Extension of draw period.

(a) If the draw period of my HELOC has converted to the repayment period, the draw period is hereby reinstated.

(b) The draw period for my HELOC is hereby extended so that funds may be advanced for the first two hundred forty (240) months of the Note. I understand that I may obtain no more Loan advances after the expiration of the draw period.

3. Minimum Payment and Finance Charge Requirements.

The minimum payment and finance charge requirements for the extended draw period and the repayment period will remain as originally specified in the Note.

I understand that any references to the commencement date for the repayment period will be deemed to be extended for 10 years in keeping with the extension of the Maturity Date and draw period as provided in this Modification Agreement.

4. 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. 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 in this paragraph 4 are not been satisfied within thirty (30) calendar days of the date of this Modification Agreement, this Modification Agreement will automatically terminate without any further notice.

5. Miscellaneous.

(a) Unless otherwise defined in this Modification Agreement, all capitalized terms will have the same

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meaning as given in the HELOC or Security Instrument.

(b) I represent and warrant to you that I have no counterclaims, set-offs or defenses to your rights under the HELOC, 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 HELOC or the Security Instrument securing it.

(d) 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.

(e) 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.

(f) I acknowledge that I have received and read this Modification Agreement and agree to its terms and conditions. EXCEPT AS SPECIFICALLY PROVIDED IN THIS MODIFICATION AGREEMENT, THE HELOC (INCLUDING THE INITIAL TRUTH-IN-LENDING DISCLOSURES) 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.

(g) I agree to make or execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Modification Agreement which, if approved and accepted by you will bind and inure to my heirs, executors, administrators and assigns.

This Modification Agreement is given, executed, and delivered by the undersigned on the date shown above.

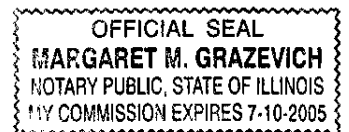
Witness X René P. Valleyfield (Seal)
Print Name: René P. Valleyfield

Witness X Jeffrey R. Wood (Seal)
Print Name: JEFFREY R. WOOD

Borrower X Thomas J. Galvin (Seal)
Thomas J. Galvin

Borrower X Carolyn J. Galvin (Seal)
Carolyn J. Galvin

Subscribed and sworn
before me this 18th day
of February 2003
Margaret M. Grazevich



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AGREED TO:

LENDER

By: Beverly Dick

Print Name: Beverly Dick

Its: Vice President

This instrument was prepared by the Lender. The name, address and signature (if required) of the person who prepared this instrument is shown on the top left-hand corner of the first page.

(Acknowledgments Are To Be Attached On Subsequent Pages.)

State of Pennsylvania

County of Allegheny

On this 26th day of FEBRUARY, 2003 before me appeared Beverly Dick, personally known to me as the Vice President of Prudential Savings Bank and that he/she executed this instrument pursuant to his/her authority as said Vice President.

Notary Seal

Barbara J. Philemon
Notary Public Signature

Notarial Seal
Barbara J. Philemon, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Dec. 26, 2005

Member, Pennsylvania Association Of Notaries

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

NOTARY PUBLIC:

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

CERTIFY THAT Thomas J Galvin and Carolyn J. Galvin
 personally known to me to be the same person whose nemesis 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 19th day of February, 2003.

ATTEST:

Margaret M. Grazevich
 NOTARY PUBLIC (SIGNATURE)

My Commission Expires: 7-10-2005

Margaret M. Grazevich
 Notary Public Signature



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

AGREED TO:

LENDER

By: Beverly Dick

Print Name: Beverly Dick

Its: Vice President

This instrument was prepared by the Lender. The name, address and signature (if required) of the person who prepared this instrument is shown on the top left-hand corner of the first page.

(Acknowledgments Are To Be Attached On Subsequent Pages.)

State of Pennsylvania

County of Allegheny

On this 26th day of FEBRUARY, 2003 before me appeared Beverly Dick, personally known to me as the Vice President of Prudential Savings Bank and that he/she executed this instrument pursuant to his/her authority as said Vice President.

Notary Seal

Barbara J. Philemon
Notary Public Signature

Notarial Seal
Barbara J. Philemon, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Dec. 26, 2006

Member, Pennsylvania Association Of Notaries

UNOFFICIAL COPY

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 Thomas J Galvin and Carolyn J Galvin
 personally known to me to be the same person whose nemesis 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 1st day of February, 2003.

ATTEST:

Margaret M. Grazevich
 NOTARY PUBLIC (SIGNATURE)

My Commission Expires: 7-10-2005

Margaret M. Grazevich
 Notary Public Signature



Property of Cook County Clerk's Office

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Loan #: 84-3-845226102416

Borrower(s): GALVIN, THOMAS J. & GALVIN, CAROLYN

Exhibit 'A'

Lot 5 in Block 25 in Beverly Ridge Subdivision of Section 12, Township 37 North, Range 13, east of the third principal meridian, according to the plat recorded on November 29, 1926 as Document 9480140, in Cook County, Illinois.

Property of Cook County Clerk's Office