



Doc#: 0620049045 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/19/2006 10:27 AM Pg: 1 of 3



AGREEMENT TO MODIFY HOME EQUITY PLAN AND MORTGAGE

This AGREEMENT TO MODIFY (the "Agreement"), dated as of July 5th, 2006 is entered into by & between METRO FEDERAL CREDIT UNION (the "Lender"), and Jeffrey W. Dufloth and Merilee Dufloth, His wife, As joint tenants(The "Borrower").

W I T N E S S E T H:

WHEREAS, the Lender and Borrower entered into a certain Loanliner Home Equity Plan dated May 6th, 2004 (the "Plan"), and a certain Mortgage dated May 6<sup>th</sup>, 2004, (the "Mortgage"), which was recorded February 25 , 2005, as Document No.0505639029 which encumbers the property legally described as follows:

LOT 17 IN SOMERSET COURTS PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Which has the address of 1124 E. Olive Street Arlington Heights, IL 60004 (Herein "Property Address")

P I N # 03-20-423-026

and

WHEREAS, The Lender and Borrower desire to amend certain provisions of the Plan and Mortgage in order to reflect a change the annual percentage rate and the monthly payment. Otherwise, all other conditions thereof shall be hereby unchanged.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and Agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modification to the Plan. The annual percentage rate is hereby increased from 6.00% to 7.75%. The monthly payment is hereby increased from \$481.84 to \$564.76. All other conditions remain unchanged.
2. Modification to Mortgage. All conditions remain unchanged.

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3. Reaffirmation of Covenants and Warranties. The Borrower, by execution of this Agreement hereby reaffirms, gratifies and remakes the covenants, warranties and representations contained in the Plan and Mortgage. Further, the Borrower represents and warrants to the Lender that to date no "event of fault" or "breach" has occurred, or is occurring, and the Borrower is not aware of any event which, with the lapse of time, would lead to the occurrence of such event of default or breach

4. Expenses. The Borrower agrees, whether or not any advance is made hereunder, to pay the Lender upon demand for all reasonable fees and expenses, including attorneys fees, incurred by the Lender in connection with the enforcement of the Borrower's obligations hereunder or under the Plan and/or Mortgage. The Borrower also agrees to indemnify and hold the Lender harmless from any loss or expense which may arise or be created by the acceptance of this Agreement, including costs for preparation and recording.

5. Amendments. No amendment or waiver of any provision of this Agreement, the Mortgage, the Plan, or any other document relating to the underlying loan shall be effective unless the same shall be in writing and signed by Borrower and Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. Waiver of Claims. Borrower represents to the Lender that to date it has no defenses, set offs, claims or counter-claims of any kind or nature against the Lender in connection with the Plan and/or Mortgage, or this Agreement, or any amendments to said documents or any action taken or not taken by the Lender by respect hereto or with respect to the property described on Exhibit "A" attached hereto.

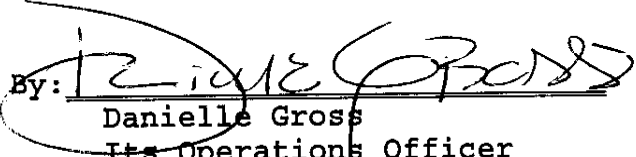
7. Disclosures. Borrower hereby acknowledges receipt of all applicable disclosure statements and explanations concerning this change in terms of the Plan and Mortgage, as Change in Terms is defined in Paragraph 14 of the Plan. Borrower further understands this document will be placed for recording in the office of the Recorder of Deeds.

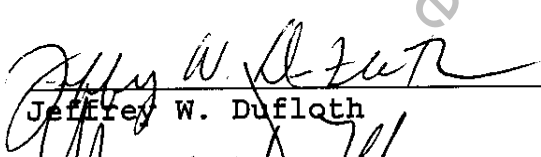
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

METRO FEDERAL CREDIT UNION

BORROWER(S)

By:

  
Danielle Gross  
Its Operations Officer

  
Jeffrey W. Dufloth

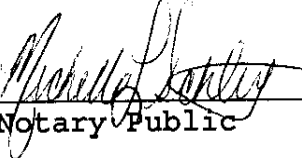
  
Merilee Dufloth

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Danielle Gross, personally known to be the Operations Officer of METRO FEDERAL CREDIT UNION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Operations Officer she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of METRO FEDERAL CREDIT UNION, for the uses and purposes set forth herein.

Given under my hand and this official seal this 5th day of July, 2006.

  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF   Cook      )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Jeffrey W. Dufloth and Merilee Dufloth, are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such, they signed and delivered the said instrument as their free and voluntary act, and for the uses and purposes therein set forth.

Given under my hand and this official seal this 5th day of July, 2006.

  
\_\_\_\_\_  
Notary Public



This document prepared by, and after recording shall be mailed to:

METRO FEDERAL CREDIT UNION  
2440 E. Rand Road  
Arlington Heights, IL 60004

03/00 Modify