## **UNOFFICIAL COPY**



Doc#: 0733216052 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
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For Recorders Use Only

## HOME EQUITY LOAN MODIFICATION AGREEMENT

SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION

Loan No.: 8127-81

Whereas Don B.Czerwinskyj and Joyce H.Czerwinskyj, his wife is/are indebted to Selfreliance Ukrainian American Federal Credit Union for a certain sum of money heretofore loaned by the Credit Union in the amount of \$60,000.00, evidenced by Note, secured by a Mortgage dated July 20, 2002 and recorded in the Office of the Recorder of Deeds of the County of Cook, as Document No. 0020874799 in Cook County, State of Illinois recorded August 9, 2002, and legally described as follows:

LOT 209, OF PARKWOOD, UNIT NO.3, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SURVEY RECORDED SEPTEMBER 11, 1972 AS DOCUMENT NO. 22, 046, 256 IN COOK COUNTY, ILLINOIS.

Permanent Tax No.: 06-18-206-020

Property Address: 1164 Leawood Dr., Elgin, IL 60120

In consideration of the sum of \$1.00 and other good and valuable consideration, BORROVER and LENDER agree as follows:

- 1. To extend the maturity date of Home Equity Loan No.8127-81 from July 25, 2007 to July 24, 2012.
- 2. Payment Information: You can obtain advances of credit for an additional 5 years from the original 5 year term on your Home Equity Loan. This period is called the "draw period". At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. During the draw period you will be required to make a monthly payment which is equal to the

accrued finance charges, also called interest. You will make 59 or these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you pay only the interest that is owing each month you will not repay any of the principal balance during the plan. Unless otherwise required by applicable law, we are under no obligation to refinance the balloon payment at that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you the money. If you refinance the balloon with us, you may have to pay some or all of the closing costs.

3. Periodic Rate and Corresponding Annual Percentage Rate: We will determine the periodic rate and the corresponding annual percentage rate as follows. We start with an independent index, (the "Index"), which is the <u>Wall Street Journal Prime Rate</u>. When a range of rates has been published the highest rate will be used. We will use the index value on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> to make any annual percentage rate change. To determine the periodic rate that will apply to your account, we add a margin in the amount of <u>0.00</u>% to the value of the Index. Then we divide this sum by the number of days in a year (365). To obtain the annual percentage rate we will multiply the periodic rate by the number of days in a year (365). This result is the annual percentage rate.

The annual percentage rate can change quarterly or January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>. There is no limit on the amount by which the annual percentage rate can change during any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply is 16% or the maximum permitted by law, whichever is less.

WHEREAS, the parties desire to restate the modification terms of said loan so that there shall be no misunderstanding;

This agreement and terms contained herein shall replace and supersede only the terms of the above described Note and Mortgage which are expressly modified herein. All the remaining terms of the Open End Home Equity Credit Agreement and Truth in Lending Disclosure and Addendum, and the Revolving Credit Mortgage shall remain in full force and effect and the same are hereby reaffirmed and incorporated by reference herein as if fully restated.

IN WITNESS WHEREOF, this Loan Modification Agreement has been executed this day of Movember \_\_\_\_\_,2007

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SELFRELIANCE/UKRAINIAN AMERICAN FEDERAL CREDIT UNION	
By: Bohdan Watral – President	Don B. Czerwinskyj
ATTEST Mana Mn Ulana Hrynewych – Assistant Secretary	Joyce H. Czerwinskyj
STATE OF ILLINOIS, COOK COUNTY SS:	
I, Theresa Dachniwskyj, Notary Public in and for said County in THAT <b>Don B.Czerwi iskyj and Joyce H.Czerwinskyj, his w</b> person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged that <b>they</b> signed and delivered the said instrument and purposes therein set forth.	ife, personally known to me to be the same ment, appeared before me this day in person
Given under my hand and official seal, this 27th day of	<u>ovember</u> , 2007.
My commission expires : $5/25/2010$	THERESA DICHNIWSKYJ  OFFICIAL SEAL  Local Habita, State of Fringis  And Controlled in Exp. 168  May 25, 2013
STATE OF ILLINOIS COUNTY OF COOK }SS	C
I, Theresa Dachniwskyj, a Notary Public in and for said County in the State afcresaid, DO HEREBY CERTIFY THAT Bohdan Watral and Ulana Hrynewych personally known to me and known by me to be the President and Assistant Secretary respectively of SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their are and voluntary act and as the free and voluntary act of said SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION, as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Secretary as aforesaid for the uses and purposes therein set forth.	
GIVEN under my hand and notarial seal this 27+h d	ay of <u>Movember</u> , <b>2007</b> .
	THERESA DACHNIWSKYJ OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 25, 2010