

UNOFFICIAL COPY



Doc#: 0735322083 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2007 02:54 PM Pg: 1 of 4

For Recordors Use Only

## HOME EQUITY LOAN MODIFICATION AGREEMENT

SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION

Loan No.: 3845-81

Whereas **Borys M. Pleszkiewicz and Darin Pleszkiewicz, 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 **\$40,000.00**, evidenced by Note, secured by a Mortgage dated **June 19, 2004** and recorded in the Office of the Recorder of Deeds of the **County of Cook**, as **Document No. 0419549147** recorded on **July 13, 2004** and re-recorded as **0618745114** on **July 6, 2006** in **Cook County, State of Illinois** and legally described as follows:

SEE ATTACHED

Permanent Tax No.: 27-29-213-012-0000

Property Address: 16914 Songbird Circle, Orland Park, IL 60467

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

1. To extend the maturity date of Home Equity Loan No.3845-81 from June 24, 2009 to June 23, 2014.

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 of these payments. You will then

**UNOFFICIAL COPY**

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 Wall Street Journal Prime Rate. 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 0.00% 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 on 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 **November ,2007**

# UNOFFICIAL COPY

SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION

BY: *Bohdan Watral*  
Bohdan Watral – President

*Borys M. Pleszkiewicz*  
Borys M. Pleszkiewicz

ATTEST *Ulana Hrynewych*  
Ulana Hrynewych – Assistant Secretary

*Daria Pleszkiewicz*  
Daria Pleszkiewicz

STATE OF ILLINOIS,  
COOK COUNTY SS:

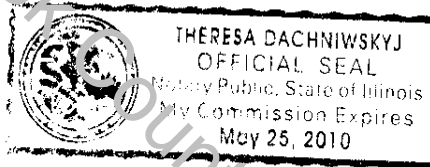
I, Theresa Dachniwskyj, Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **Borys M. Pleszkiewicz and Daria Pleszkiewicz, his wife**, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of **December, 2007**.

*Theresa Dachniwskyj*

NOTARY PUBLIC

My commission expires: 5/25/2010



STATE OF ILLINOIS  
COUNTY OF COOK } SS

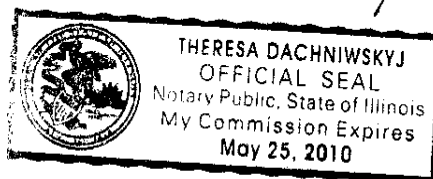
I, Theresa Dachniwskyj, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **Bohdan Watral and Ulana Hrynewych** personally known to me and known by me to be the **President and Assistant Secretary** respectively of **SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION** 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 free 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 1st day of **December, 2007**.

*Theresa Dachniwskyj*

NOTARY PUBLIC

My commission expires: 5/25/2010



# UNOFFICIAL COPY

## PARCEL 1:

THE SOUTH 35.67 FEET OF THE NORTH 115.63 FEET OF THAT PART OF LOT 11 BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00 DEGREES, 09 MINUTES, 07 SECONDS EAST, 16.26 FEET ALONG THE WEST LINE OF SAID LOT 11; THENCE NORTH 89 DEGREES, 50 MINUTES, 53 SECONDS EAST, 16.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 50 MINUTES, 53 SECONDS WEST, 95.00 FEET; THENCE SOUTH 00 DEGREES, 09 MINUTES, 07 SECONDS EAST, 162.13 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 53 SECONDS WEST, 95.00 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 07 SECONDS WEST, 162.13 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING. IN MALLARD LANDINGS UNIT 4C, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE EAST QUARTER OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR MALLARD LANDINGS TOWNHOMES RECORDED JUNE 27, 1991 AS DOCUMENT 91315347 AS AMENDED FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.