

# UNOFFICIAL COPY

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1998-11-27 15:35:13  
Cook County Recorder 31.50



08073627

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Prepared by (and when recorded, return to):

**Laura Mester**  
The Prudential Bank  
P.O. Box 817  
Doylestown, PA 18901  
Attention: Home Equity

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

Date: 9/1/98

**LOAN NUMBER: 523714**  
Acct. No.: 2552000249

**BORROWER'S NAME(S):**

Barry J. Szymczak, Trustee of the Barry J. Szymczak Trust dated 9/13/97, an undivided one-half interest, and Julie Ann Szymczak, Trustee of the Julie Ann Szymczak Trust dated 9/23/97 an undivided one-half interest, as tenants in common., who reside(s) at 10820 Cantigny Road, Countryside, IL 60525

**PROPERTY ADDRESS:**

10820 Cantigny Road  
Countryside, IL 60525

INDEX # 18-20-304-014-0000

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.

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08073627 Page 2 of 6

- "You," "your," and "yours" mean The Prudential Savings Bank, F.S.B., One Ravinia Drive, Suite 1000, Atlanta, GA 30346-2103, ("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establish the home equity line of credit described above, regardless of the actual title of such agreement, and whether originally made and delivered to Lender, or assigned and/or endorsed to Lender.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date and covering the Property described in the Security Instrument and located at the address shown above, whether originally made and delivered to Lender as mortgagee, or made and delivered to some other mortgagee and purchased by Lender and now owned by Lender by virtue of an assignment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 September 19, 1997 and recorded on \_\_\_\_\_ in the amount of \$100,000.00 in Book \_\_\_\_\_, Page \_\_\_\_\_, Instrument Number \_\_\_\_\_ of the County Records of Cook, State of IL.
- B. The Security Instrument secures my indebtedness as evidenced by the HELOCA.  
The new indebtedness secured by this loan is \$125,000.00.
- C. As of August 4, 1998, I currently owe you the unpaid principal balance of \$88,444.64 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 \$25,000.00, modifying the Credit Limit from \$100,000.00 to \$125,000.00.

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:

| <u>Description</u>                    | <u>Amount</u> |
|---------------------------------------|---------------|
| 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:.....                           | \$0.00        |

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

3. **Effective Date.**

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

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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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08073627 Page 4 of 6

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 Barry J. Szymczak, Trustee (Seal)  
Borrower's Name: Barry J. Szymczak  
as Trustee of the Barry J. Szymczak Trust

Signature X Barry J. Szymczak (Seal)  
Borrower's Name: Barry J. Szymczak  
In Individual Capacity

Signature X Julie A. Szymczak (Seal)  
Borrower's Name: Julie A. Szymczak  
as Trustee of the Julie Ann Szymczak Trust

Signature X Julie A. Szymczak (Seal)  
Borrower's Name: Julie A. Szymczak  
In Individual Capacity

**AGREED TO:**

The Prudential Savings Bank, F.S.B.

By: Thomas A. Peremsky

Thomas A. Peremsky

Its: Agent

(Acknowledgments Are To Be Attached On Subsequent Pages.)

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STATE OF ILLINOIS

COUNTY OF COOK

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## ACKNOWLEDGEMENT

08073627 Page 5 of 6

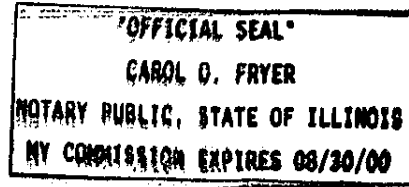
STATE OF ILLINOIS )  
 )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Barry J. Szymczak and Julie A. Szymczak** personally known to me to be the same person whose name(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 of homestead.

Given under my hand and official seal, this 1st day of September, 1998.

ATTEST:

Carol D. Fryer  
NOTARY PUBLIC



My commission expires: 08/30/00

## CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ of The Prudential Savings Bank, F.S.B.

Seal (if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)  
My commission expires \_\_\_\_\_



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Exhibit "A"

08073627 Page 6 of 6

**LEGAL DESCRIPTION:**

ALL THAT CERTAIN PROPERTY SITUATED IN  
IN THE COUNTY OF COOK, AND STATE OF ILLINOIS  
AND BEING DESCRIBED IN A DEED DATED 09/23/97  
AND RECORDED 10/09/97, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
DOC. NO. 97753140.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE  
COUNTY OF COOK AND THE STATE OF ILLINOIS, TO WIT:

BEING LOT 34 IN GOLFVIEW HIGHLANDS, PLAN OF LOTS AS  
SET FORTH IN DOCUMENT 15806078, RECORDED 1/6/54,  
IN COOK COUNTY RECORDS.