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Doc#: 0808634093 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/26/2008 02:53 PM Pg: 1 of 3

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## HOME EQUITY COAN MODIFICATION AGREEMENT

SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION

Loan No.:31303-80

Whereas Bogdan Bendza and Lidia Bendza, his wife is/are indebted to Selfreliance Ukrainian American Federal Credit Union for a certain such of money heretofore loaned by the Credit Union in the amount of \$30,000.00, evidenced by Note, secured by a Mortgage dated November 12, 2002 and recorded in the Office of the Recorder of Deeds of the County of Cook, as Document No. 0021415083 in Cook County, State of Illinois recorded. December 20, 2002, and legally described as follows:

LOTS 5 AND 6 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 1, 2, 4, 5, 6 AND 7 AND LOTS 1 TO 3, 5 TO 10 INCLUSIVE IN BLOCK 3 AND LOTS 1, 2, 4 TO 10 INCLUSIVE IN BLOCK 8 IN ARDA, A SUBDIVISION OF LOTS 2 TO 5 BOTH INCLUSIVE IN SNYDACKER'S PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No.: 19-09-121-025

Property Address: 4910 S.Lockwood, Chicago, IL 60638

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.31303-80 from November 16, 2007 to November 15, 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

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accrued finance charges, also called interest. You will make 59 of 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>Vall 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 on Laguary 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.

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SELFRELIANCE UKRAINIAN AMERICAN	N FEDERAL CREDIT UNION
BY: Bohdon Water	Bell
Bohdan Watral - President	Bogdan Bendza
ATTEST Man /	
Ulana Hrynewych – Assistant Secr	etary Liefa Bendza
STATE OF ILLINOIS, COOK COUNTY SS:	
person(s) whose name(s) is subscribed to the	ablic in and for said County in the State aforesaid, DO HEREBY a Bendza, his wife, personally known to me to be the same e foregoing instrument, appeared before me this day in person wered the said instrument as their free and voluntary act, for the
Ope	
Given under my hand and official seal, this _/.	day of <u>March</u> , 2008.
	Therese Lackningly
My commission expires : 5/25/2010	HERESA DACHNIWSKYJ OFFICIAL SEAL Note y Public, State of Illinois My Joynmission Expires
STATE OF ILLINOIS	May 25, 2010
COUNTY OF COOK }SS	
and Assistant Secretary respectively of SELI UNION in whose name the above and foregoin person and acknowledged that they signed and as the free and voluntary act of said SELF UNION, as aforesaid, for the uses and purpose acknowledged that he, as custodian of the corp FEDERAL CREDIT UNION did affix the said co	for said County in the State of resaid, DO HEREBY CERTIFY personally known to me and known by me to be the President FRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT g instrument is executed, appeared before me this day in delivered the said instrument as their free and voluntary act RELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT is therein set forth, and the said Secretary there and there porate seal of said SELFRELIANCE UKRAINIAN AMERICAN proporate seal to said instrument as his free and voluntary act tary as aforesaid for the uses and purposes therein set forth.
GIVEN under my hand and notarial sea	this <u>(s+</u> day of <u>March</u> , 2008.
· · · · · · · · · · · · · · · · · · ·	There Dadum
My commission expires: 5/25/2010	NOTARY PUBLIC
	THERESA DACHNIWSKYJ OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 25, 2010