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Prepared By:

FIRST AMERICAN BANK
80 Stratford Drive
Bloomington, IL 60108

Doc#: 0825540026 **Fee:** \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2008 10:01 AM Pg: 1 of 5

Mail To:

FIRST AMERICAN BANK
201 S. State St.
Hampshire, IL 60140

CONSUMER HOME EQUITY AGREEMENT & MORTGAGE MODIFICATION AGREEMENT



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Borrower: Lisa Nixon McConnell

Bank: First American Bank
Acct. No.: 68915387370
App. ID: 167687

Maximum Credit: \$ 64,800.00
(Credit Limit)

Date of Original Agreement: October 13, 2007

WHEREAS: Borrower and Bank are parties to a Home Equity Revolving Line of Credit Agreement and Disclosure Statement or, if entered into after January 1, 1990 to a Consumer Home Equity Agreement and Disclosure (in either case, the "Agreement") dated the date set forth above; and

WHEREAS: Borrower has previously granted to Bank a mortgage on the property commonly known as 4148 S BERKLEY AVENUE, CHICAGO, IL; having a Real Property tax identification number (PIN) and legal description as follows:

See exhibit 'A'

Said mortgage having been originally executed by Borrower on October 13, 2007 and having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 25, 2007 as document number 0729808094; and

WHEREAS: Borrower and Bank desire to modify and renew the Agreement and Mortgage on the terms and subject to the conditions set forth in this Consumer Home Equity Agreement & Mortgage Modification Agreement ("Modification Agreement").

NOW, THEREFORE, for mutual consideration, the sufficiency of which is hereby acknowledged by and between the parties, the parties agree to modify the Agreement and Mortgage as follows:

DEFINED TERMS: Capitalized terms used in this Modification Agreement as defined terms have the meanings given to them in the Agreement, unless otherwise defined in this Modification Agreement.

CREDIT LIMIT: The Maximum Credit available to Borrower shall be reduced from \$90,000.00 to the new credit limit of \$64,800.00.

3 of 3 new case no abt 57
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Box 334

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ANNUAL FEE: A non-refundable Annual Fee of \$50.00 will be charged to your Credit Line on each anniversary date.

LATE CHARGES: Your payment will be late if it is not received by us within **10 days of the "Payment Due Date" shown on your periodic statement.** If your payment is late we may charge you 5.000% of the payment.

SUBORDINATION FEE: The creation of a senior lien on the dwelling requires our permission. If you request Bank to subordinate its security interest in the Mortgage or other Collateral that secures this Agreement, your Credit Line Account will be charged a nonrefundable processing fee of \$200.00. However, we have no obligation to honor any request for the creation of a senior lien on your dwelling or to submordinate the Mortgage or other Collateral that secures this Agreement to a third-party lender. In addition to the processing fee, we may charge third party fees such as, but not limited to, appraisal, title, and credit report costs incurred by us to determine your eligibility for a subordination. We reserve the right to engage our approved third party vendors to process any subordination request.

OTHER FEES & CHARGES: Other fees and charges described in the original Agreement are hereby amended by those set forth within the First American Bank Home Equity Line of Credit Disclosure signed in accordance with this Modification Agreement.

TERM: The maturity date of Borrower's Loan or Credit Line Account (the "Account") shall remain November 01, 2017 (the "Maturity Date"). All indebtedness under the Agreement if not already paid pursuant to the Agreement or this Modification Agreement will be due and payable on the Maturity Date. Subject to the Agreement and this Modification Agreement, the draw period will remain and expire upon the Maturity Date. Borrower agrees that Bank may, but is not obligated to, further modify the draw period, or further renew the Account, or further modify the Maturity Date.

INTEREST RATE: The interest rate as contained in the Agreement shall be modified to reflect that the interest accruing under the Account shall from the date of this Modification Agreement, until and unless modified by the parties in writing, accrue at a rate of 0.250 percentage points over the Index, as defined in the Agreement.

PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE: *The Periodic Rate and corresponding Annual Percentage Rate will be determined as follows. We start with an independent index (the "Index"), which is the Wall Street Journal Prime Rate as published in the Money Rates Section of the Wall Street Journal on the first business day of each month. When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the first business day of each month for any Annual Percentage Rate adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the Annual Percentage Rate, we multiply the Periodic Rate by the number of days in a year (daily). This result is the Annual Percentage Rate. The Annual Percentage Rate includes only interest and no other costs.*

The Periodic Rate and the corresponding Annual Percentage Rate on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding Annual Percentage Rate resulting from changes in the Index will take effect monthly. In no event will the Annual Percentage Rate be more than the lesser of 18.00%, or the maximum rate allowed by applicable law. Today, the index is 5.00% per annum, and therefore the initial Periodic Rate and the corresponding Annual Percentage rate on your Credit Line are as stated below:

Range of Balance or Conditions	Margin Added to Index	Annual Percentage Rate	Daily Periodic Rate
All Balances	0.250 %	5.250%	0.01438%

Notwithstanding any other provision of the Agreement, we will not charge interest on any undisbursed loan proceeds.

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FINANCE CHARGES: *Any finance charge is determined by applying the "Periodic Rate" to the balance. Then we multiply by the number of days in the billing cycle. This is the finance charge calculated by applying a Periodic Rate.*

ADDITIONAL FINANCE CHARGES: The following additional FINANCE CHARGES will be charged to your Credit Line Account or paid in cash:

Loan Modification Fee: \$299.00

MINIMUM PAYMENT: Borrower's regular monthly payment will be the amount of the accrued finance charges, the annual fee, if then due and payable, credit insurance or other charges, and all principal in excess of the Maximum Credit. Borrower will continue to make these payments monthly until the Maturity Date. Borrower will then be required to pay the entire balance owing in a single balloon payment on the Maturity Date.

BORROWER'S OBLIGATIONS: If there is more than one Borrower, each is jointly and severally liable on the Agreement and this Modification Agreement and the word "Borrower" refers to each and all signers. As provided in the Agreement, Bank may rely on instructions from any signer and any signer may, on his or her authority alone, request and receive credit advances and do all things necessary to carry out the terms of the Agreement and this Modification Agreement.

AGREEMENTS IN EFFECT: This Modification Agreement is supplementary to the Agreement and Mortgage. Except for those modifications contained in this Modification Agreement all other terms, conditions and provisions of the Agreement and Mortgage (or any other agreement evidencing or securing Borrower's obligations to the Bank), including the right to declare principal and accrued interest due for any cause specified in the Agreement and Mortgage, shall remain in full force and effect, and the Agreement and Mortgage are hereby ratified and confirmed in all respects. The terms and conditions of this Modification Agreement shall control in the event of any inconsistency between this Modification Agreement and the Agreement or Mortgage. Any provisions of the Agreement or Mortgage that are not inconsistent with the terms of this Modification Agreement shall apply to the repayment of the unpaid indebtedness. Borrower agrees to perform all covenants of the grantor or grantors in the Mortgage. The provisions of this Modification Agreement shall insure to the benefit of any holder of the Agreement or Mortgage and shall bind the heirs, personal representatives and assigns of the Borrower. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Borrower(s) hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interest in the above-described real estate, including, without limitation, any exceptions Borrower may have under any state or federal bankruptcy or insolvency laws in the above-described real estate.

As additional consideration for the amendments contained herein, Borrower(s) hereby release and forever discharge the Bank, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms and corporations, in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Borrower(s) may now have or claim to have against the Bank as of the date hereof and whether presently known or unknown and of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Agreement or the Mortgage, as they may be modified hereby, including but not limited to, all such loss or damage of any kind heretofore sustained or which may arise as a consequence of the transactions between Borrower(s) and the Bank to and including the date hereof, and this release and covenant by Borrower is contractual and not a mere recital.

CREDIT INSURANCE: *Any Credit Insurance currently in existence on your Account will remain in place based on the terms of the original Agreement and Certificate of Insurance.*

ACKNOWLEDGEMENT: Each of the undersigned acknowledges that he or she has read this Modification Agreement and agrees to the terms and conditions of this Modification agreement.

Dated this 22nd day of August, 2008.

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BORROWER(S):

Lisa Nixon McConnell

Lisa Nixon McConnell

BANK: FIRST AMERICAN BANK

By

[Signature]

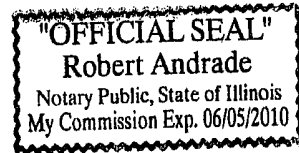
STATE OF ILLINOIS)

)SS.

COUNTY OF

COOK

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I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

Lisa Nixon McConnell

, personally known to me to be the same persons whose names are subscribed to the fore-going instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of August, 2008

[Signature]

Notary Public

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STREET ADDRESS: 4148 SOUTH BERKLEY AVENUE
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 20-02-116-026-0000

LEGAL DESCRIPTION:

LOT 85 IN FERRY, FARWELL, TURNER AND BOND'S SUBDIVISION OF BLOCK 3 (EXCEPT LOTS 21 AND 22) IN BAYARD AND PALMER ADDITION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office