

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 0918955053 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/08/2009 12:13 PM Pg: 1 of 4

**Report Mortgage Fraud**  
800-532-8785

The property identified as: **PIN: 03-26-409-025-0000**

**Address:**

**Street:** 1107 Bayberry Lane

**Street line 2:**

**City:** Mount Prospect

**State:** IL

**ZIP Code:** 60056

**Lender:** Metro Federal Credit Union

**Borrower:** Nicasio and Marianna Fragale

**Loan / Mortgage Amount:** \$364,960.34

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 52BB481F-049A-498E-8CB2-34CFE76A9424

**Execution date:** 06/20/2009

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## AGREEMENT TO MODIFY HOME EQUITY PLAN AND MORTGAGE

This AGREEMENT TO MODIFY (the "Agreement"), dated as of June 20th, 2009 is entered into by & between METRO FEDERAL CREDIT UNION (the "Lender"), and Nicasio Fragale and Marianna Fragale (The "Borrower").

### W I T N E S S E T H:

WHEREAS, the Lender and Borrower entered into a certain Loanliner Home Equity Plan dated June 17th, 2008 (the "Plan"), and a certain Mortgage dated June 17th, 2008, (the "Mortgage"), which was recorded July 23rd, 2008 as Document No. 0820555021, which encumbers the property legally described as follows:

LOT 721 IN BRICKMAN MANOR, FIRST ADDITION, UNIT NUMBER 5, BEING A SUBDIVISION OF THE SOUTH ½ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Which has the address of 1107 Bayberry Lane Mount Prospect, IL 60056 (Herein "Property Address")

P I N #03-26-409-025-0000  
and

WHEREAS, The Lender and Borrower desire to amend certain provisions of the Plan and Mortgage in order to reflect a change in the amount outstanding and monthly payment. Otherwise, all other conditions thereof shall be hereby unchanged.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and Agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Modification to the Plan. The amount outstanding is hereby decreased from \$388,000.00 to \$364,960.34. The interest rate is hereby decreased from 5.75% to 5.25%. The monthly payment is hereby increased from \$2,269.95 to \$2,466.82. The maturity date is hereby changed to June 30, 2029. All other terms and conditions remain unchanged.

2. Modification to Mortgage. The amount outstanding is decreased to \$364,960.34. The interest rate is decreased to 5.25%. The maturity date is hereby changed to June 30, 2029. All other terms and conditions remain unchanged.

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3. Reaffirmation of Covenants and Warranties. The Borrower, by execution of this Agreement hereby reaffirms, gratifies and remakes the covenants, warranties and representations contained in the Plan and Mortgage. Further, the Borrower represents and warrants to the Lender that to date no "event of fault" or "breach" has occurred, or is occurring, and the Borrower is not aware of any event which, with the lapse of time, would lead to the occurrence of such event of default or breach.

4. Expenses. The Borrower agrees, whether or not any advance is made hereunder, to pay the Lender upon demand for all reasonable fees and expenses, including attorneys fees, incurred by the Lender in connection with the enforcement of the Borrower's obligations hereunder or under the Plan and/or Mortgage. The Borrower also agrees to indemnify and hold the Lender harmless from any loss or expense which may arise or be created by the acceptance of this Agreement, including costs for preparation and recording.

5. Amendments. No amendment or waiver of any provision of this Agreement, the Mortgage, the Plan, or any other document relating to the underlying loan shall be effective unless the same shall be in writing and signed by Borrower and Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. Waiver of Claims. Borrower represents to the Lender that to date it has no defenses, set offs, claims or counter-claims of any kind or nature against the Lender in connection with the Plan and/or Mortgage, or this Agreement, or any amendments to said documents or any action taken or not taken by the Lender by respect thereto or with respect to the property described on Exhibit "A" attached hereto.

7. Disclosures. Borrower hereby acknowledges receipt of all applicable disclosure statements and explanations concerning this change in terms of the Plan and Mortgage, as Change in Terms are defined in Paragraph 14 of the Plan. Borrower further understands this document will be placed for recording in the office of the Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

METRO FEDERAL CREDIT UNION

BORROWER(S)

By: Richard A. Marra  
Richard A. Marra  
Its President

Nicasio Fragale  
Nicasio Fragale  
Marianna Fragale  
Marianna Fragale

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STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Richard A. Marra, personally known to be the President of METRO FEDERAL CREDIT UNION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of METRO FEDERAL CREDIT UNION, for the uses and purposes set forth herein.

Given under my hand and this official seal this 20th day of June, 2009.

  
Notary Public



STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF   Cook       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Nicasio and Marianna Fragale, are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such, they signed and delivered the said instrument as their free and voluntary act, and for the uses and purposes therein set forth.

Given under my hand and this official seal this 20th day of June, 2009.

  
Notary Public



This document prepared by, and after recording shall be mailed to:

METRO FEDERAL CREDIT UNION  
2440 E. Rand Road  
Arlington Heights, IL 60004

03/00 Modify